LIQUOR LICENSE AUTHORITY

REGULAR MEETING AGENDA

August 12, 2020
6:45 PM
Virtual Meeting
2 Park Avenue
Firestone, CO 80504

1. Access Information

1.a. Topic: 08-12-2020 Liquor License Authority Meeting
Time: Aug 12, 2020 06:45 PM Mountain Time (US and Canada)
Join Zoom Meeting
https://us02web.zoom.us/j/88402682476?pwd=eE5LMkswNk4vZXN6cGhhQ05TaVlxZz09
Meeting ID: 884 0268 2476
Passcode: 067868
One tap mobile
+16699009128,,88402682476#,,,,,,0#,,067868# US (San Jose)
+12532158782,,88402682476#,,,,,,0#,,067868# US (Tacoma)
Dial by your location
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
Meeting ID: 884 0268 2476
Passcode: 067868
Find your local number: https://us02web.zoom.us/u/kzveVSiWV

2. Call to Order & Roll Call

3. Pledge of Allegiance

4. Approval of Agenda

5. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

6. Consent Agenda

6.a. Approval of June 24, 2020 Meeting Minutes

7. Liquor Hearing

7.a. **<u>LIQUOR HEARING</u>:** New Fermented Malt Beverage License Application for Circle K Stores, Inc. dba Circle K Store 2709082 located at 6109 E Firestone Blvd, Firestone, Colorado 80504

7.b. **<u>LIQUOR HEARING:</u>** Transfer of Ownership Application for a Retail Liquor Store License for Noorie Properties, Inc. dba Cimarron Liquors located at 11078 Cimarron Street, Unit 1, Firestone, Colorado 80504

8. Adjournment

AGENDA INFORMATION MEMORANDUM FIRESTONE LIQUOR LICENSE AUTHORITY	**AIM#:** 6.a **Consent Agenda** **Meeting Date:** August 12, 2020 **Initiated By:** Jessica Koenig **Dept:** Town Clerk

AGENDA TITLE
Approval of June 24, 2020 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS ACTION

RECOMMENDATION
Approval of June 24, 2020 draft meeting minutes.

ALTERNATIVES

ATTACHMENTS
1. Draft Meeting Minutes LLA

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Liquor License Authority
MINUTES
June 24, 2020

1. Access Information

1.a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 06-24-2020 Liquor License Authority Meeting - 6:50 PM
Time: Jun 24, 2020 06:50 PM Mountain Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/86352057164

Meeting ID: 863 5205 7164
One tap mobile
+13462487799,,86352057164# US (Houston)
+16699009128,,86352057164# US (San Jose)

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Germantown)
Meeting ID: 863 5205 7164
Find your local number: https://us02web.zoom.us/u/kmMctpYR7

2. Call to Order & Roll Call

The Liquor License Authority of the Town of Firestone met for a Regular Meeting on June 24, 2020, at the Police Department, 2 Park Avenue, Firestone, Colorado. Madam Chair Sindelar called the meeting to order at 7:00 pm.

The following were present upon the call of the roll:

Madam Chair: Madam Chair Sindelar

Commissioners: Don Conyac
David Whelan
Samantha Meiring
Sean Doherty
Doug Sharp

DRAFT

Frank A. Jimenez

3. Pledge of Allegiance

Madam Chair Sindelar led the pledge of allegiance.

4. Approval of Agenda

Motion by Commissioner Conyac, **second** by Commissioner Sharp, to Approve the Agenda
Roll Call Vote:
Yes: Commissioner Conyac, David Whelan, Commissioner Meiring, Commissioner Jimenez, Commissioner Doherty, Madam Chair Sindelar, Commissioner Sharp
No: None
Abstain:
Motion carried

5. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

There was no one present that wished to give public comment.

6. Consent Agenda

Motion by Commissioner Conyac, **second** by Commissioner Sharp, to Approve the Consent Agenda
Roll Call Vote:
Yes: Commissioner Conyac, Commissioner Whelan, Commissioner Meiring, Commissioner Jimenez, Commissioner Doherty, Madam Chair Sindelar, Commissioner Sharp
No: None
Abstain:
Motion carried.

6.a. **LLA Resolution 20-01:** A RESOLUTION OF THE TOWN OF FIRESTONE LIQUOR LICENSE AUTHORITY ADOPTING AN ELECTRONIC PARTICIPATION MEETING AND QUASI JUDICIAL MEETING POLICY

7. Liquor Hearing

7.a. **LIQUOR HEARING:** Transfer of Ownership Application for a Fermented Malt Beverage License at 7-Eleven dba 7-Eleven Store 34210K located at 11099 E. I-25 Frontage Road, Firestone, Colorado 80504

Madam Chair Sindelar opened the liquor hearing at 7:03 pm.

Mr. Kevin Coates, 255 Sherman Street, Suite 300, Denver, Colorado, was sworn in. Mr. Coates discussed the nature of the application.

Ms. Rodelin Little, 4985 Sweet Grass Lane, Castlerock, Colorado, was sworn in. Ms. Little discussed the plans for the 7-Eleven store.

Madam Chair Sindelar closed the liquor hearing at 7:12 pm.

Motion by Commissioner Conyac, **second** by Commissioner Sharp, to Approve **LIQUOR HEARING:** Transfer of Ownership Application for a Fermented Malt Beverage License at 7-Eleven dba 7-Eleven Store 34210K located at 11099 E. I-25 Frontage Road, Firestone, Colorado 80504

Roll Call Vote:

Yes: Commissioner Conyac, Commissioner Whelan, Commissioner Meiring, Commissioner Jimenez, Commissioner Doherty, Madam Chair Sindelar, Commissioner Sharp

No: None

Abstain: None

Motion carried.

8. Adjournment

Motion by Commissioner Jimenez, **second** by Commissioner Conyac, to Adjourn.

Roll Call Vote:

Yes: Commissioner Conyac, Commissioner Whelan, Commissioner Meiring, Commissioner Jimenez, Commissioner Doherty, Madam Chair Sindelar, Commissioner Sharp

No: None

Abstain: None

Motion carried.

Introduced and Approved the 12th of August, 2020.

TOWN OF FIRESTONE, COLORADO

ATTEST

Bobbi Sindelar, Madam Chair

Jessica Koenig, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE
LIQUOR LICENSE AUTHORITY

AIM#: 7.a

Liquor Hearing

Meeting Date: August 12, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

LIQUOR HEARING: New Fermented Malt Beverage License Application for Circle K Stores, Inc. dba Circle K Store 2709082 located at 6109 E Firestone Blvd, Firestone, Colorado 80504

SUMMARY

Circle K Stores, Inc. has submitted an application for a new fermented malt beverage liquor license under the tradename Circle K Store 2709082 located at 6109 E Firestone Blvd, Firestone, Colorado. The required 10-day notice has been posted at the location. The applicant has provided all the required documentation as well as completed the petitioning of the neighborhood.

HISTORY AND PREVIOUS ACTION

RECOMMENDATION

Approval of the application for a new fermented malt beverage license.

ALTERNATIVES

ATTACHMENTS

1. Circle K Application New License - Redacted
2. Mail In Petition Response
3. Neighborhood Needs and Desires Petition
4. Circle K 2708082 mail in petition - 2

FINANCIAL CONSIDERATIONS

DR 8403 (09/25/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Fermented Malt Beverage License Application

☐ New License ☑ New-Concurrent ☐ Transfer of Ownership

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Local license fee $ _____**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** *www.colorado.gov/enforcement/liquor*

1. Applicant is applying as a/an

☑ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

☐ Individual ☐ Limited Liability Company ☐ Association or Other

2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation		FEIN
Circle K Stores, Inc		[redacted]
2a. Trade Name of Establishment (DBA)	State Sales Tax No.	Business Telephone
Circle K Store 2709082	[redacted]	Pending

3. Address of Premises (specify exact location of premises)

6109 E Firestone Blvd

City	County	State	ZIP Code
Firestone	Weld	CO	80504
4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
PO Box 690007	San Antonio	TX	78269

5. Email Address

[redacted]

6. If the premises currently has a liquor or beer license, you MUST answer the following questions

Present Trade Name of Establishment (DBA)	Present State License No.	Present Class of License	Present Expiration Date
N/A	N/A	N/A	N/A

Section A Nonrefundable Application Fees

☐ Application Fee for New License	$1,550.00
☒ Application Fee for New License - w/Concurrent Review	$1,650.00
☐ Application Fee for Transfer	$1,550.00

Section B Fermented Malt Beverage Beer License Fees

☐ Retail Fermented Malt Beverage On-Premises (City)	$96.25
☐ Retail Fermented Malt Beverage On-Premises (County)	$117.50
☒ Retail Fermented Malt Beverage Off-Premises (City)	$96.25
☐ Retail Fermented Malt Beverage Off-Premises (County)	$117.50
☐ Retail Fermented Malt Beverage On/Off-Premises (City)	$96.25
☐ Retail Fermented Malt Beverage On/Off-Premises (County)	$117.50
☒ Master File Location Fee $25.00 x 1 To	$25.00
☐ Master File Background $250.00 x _____ Total	_____

Questions? Visit *www.colorado.gov/enforcement/liquor* **for more information**
Do Not Write In This Space - For Department Of Revenue Use Only

Liability Information

License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total
			$

Application Documents Checklist and Worksheet

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. **All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.**

Questions? Visit: *www.colorado.gov/enforcement/liquor* **for more information.**

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I.	**Applicant Information**
	☑ A. Applicant/Licensee identified
	☑ B. State sales tax license number listed or applied for at time of application
	☑ C. License type or other transaction identified
	☑ D. Submit originals to local authority
	☐ E. Additional information required by the local licensing authority
II.	**Diagram of the Premises**
	☑ A. No larger than 8 1/2" X 11"
	☑ B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)
	☐ C. Separate diagram for each floor (if multiple levels)
	☑ D. Bold/Outlined licensed premises
III.	**Proof of Property Possession (One Year Needed)**
	☐ A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk
	☐ B. Lease in the name of the applicant ONLY (matching question #2)
	☐ C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant
	☐ D. Other agreement if not deed or lease
IV.	**Background Information (DR 8404-I) and Financial Documents**
	☑ A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
	☑ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. The Vendors are as follows: **IdentoGO** – *https://uenroll.identogo.com/* Phone: (844) 539-5539 (toll-free) IdentoGO FAQs: *https://www.colorado.gov/pacific/cbi/identification-faqs* **Colorado Fingerprinting** – *http://www.coloradofingerprinting.com* Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/* Phone: (720) 292-2722 Toll Free: (833) 224-2227
	☑ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
	☐ D. List of all notes and loans.
V.	**Sole Proprietor/Husband and Wife Partnership (if applicable)**
	☐ A. Form DR 4679
	☐ B. Copy of State Issued Driver's License or Identification Card for each Applicant
VI.	**Corporate Applicant Information (If Applicable)**
	☐ A. Certificate of Incorporation
	☑ B. Certificate of Good Standing
	☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	**Partnership Applicant Information (If Applicable)**
	☐ A. Partnership Agreement (general or limited).
	☐ B. Certificate of Good Standing
VIII.	**Limited Liability Company Applicant Information (If Applicable)**
	☐ A. Copy of Articles of Organization
	☐ B Certificate of Good Standing
	☐ C. Copy of Operating Agreement (if applicable)
	☐ D. Certificate of Authorization if foreign LLC (out of state applicants only)

	Yes	No
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☑
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
(a) been denied an alcohol beverage license?	☐	☑
(b) had an alcohol beverage license suspended or revoked?	☑	☐
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☑
If you answered yes to 8a, b or c, explain in detail on a separate sheet — see attached		
9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	☐	☑
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.	☐	☑
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.	☐	☑
12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee. see attached	☑	☐
13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?	☑	☐

☑ Ownership ☐ Lease ☐ Other (Explain in Detail) _____

a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord	Tenant	Expires

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.	☐	☐

c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest
N/A				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

15. Name of Manager(s) for all on premises applicants.

Last Name	First Name	Date of Birth
N/A		

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.	☐	☑

17. Tax Information.

	Yes	No
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	☐	☑
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	☐	☑

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name	Home Address, City & State	Date of Birth	Position	% Owned
Kathleen Cunnington	3424 E Equestrian Trail, Phoenix, AZ	3/10/1967	Pres/VP/Sec/ Treas	0%
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
[redacted]	Mark Tate, Vice President	6/15/20

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
June 29, 2020	

Each person required to file DR 8404-I has been:

☑ Fingerprinted

☑ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

☐ Date of Inspection or Anticipated Date _____

☐ Upon approval of state licensing authority

☑ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

☑ New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for		Telephone Number	☐ Town, City ☐ County
Signature	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date

DR 8495 (07/23/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

I, Mark Tate am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Circle K Stores, Inc (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)		Social Security Number/Tax Identification Number	
Circle K Stores, Inc		[redacted]	
Address			
6109 E Firestone Blvd			
City		State	Zip
Firestone		CO	80504
Home Phone Number	Business/Work Phone Number		
	Pending		
Printed name of person signing on behalf of the Applicant/Licensee			
Mark Tate			
Applicant/[redacted] ure authorizing the disclosure of confidential tax information)			Date signed 6/15/20

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Circle K Stores, Inc.

Last Five (5) Years - Colorado

STORE	DATE OF VIOLATION	OUTCOME
#2709874 432 West Garden of the Gods Rd Colorado Springs, CO 80907	6/23/2015	10 day suspension. 5 days held in abeyance for 1 year. Fine paid in lieu of active suspension.
#2709904 9356 S. Colorado Blvd. Highlands Ranch, CO 80126	09/19/2015	10 day suspension. 7 days held in abeyance for 1 year. 3 days served.
#2709895 3334 Arapahoe Road Erie, CO 80516	10/24/2015	10 day suspension. 5 days held in abeyance for 1 year. Fine paid in lieu of active suspension.
#2709858 225 W. South Boulder Road Lafayette, CO 80026	11/7/2015	10 day suspension. 5 days held in abeyance for 1 year. Fine paid in lieu of active suspension.
#2703290 411 W Florida Ave., Denver, CO	3/11/2016	14 day suspension. 10 of the days held in abeyance for one year; 4 of the days served with a fine in lieu of active suspension.
#2709894 1240 E. 1st Ave., Broomfield, CO 80020	9/02/2016	14 days – 8 of the days held in abeyance for one year; 6 of the days served with a fine in lieu.
#2709903 595 Summit Blvd., Broomfield, CO 80021	9/02/2016	14 days – 8 of the days held in abeyance for one year; 6 of the days served with a fine in lieu.
#2709886 9275 S Broadway Highlands Ranch, CO 80129	06/29/2017	10 days – 7 days held in abeyance for one year; 3 days served.
#2709878 7425 E. Arapahoe Rd. Centennial, CO 80112	08/11/2017	10 days – 5 days held in abeyance for one year; 5 days served with a fine paid in lieu of active suspension
#2709861 2877 Baseline Rd. Boulder, CO 80303	09/19/2017	14 days – 10 days held in abeyance for one year; 4 days served.
#2709901 246 Founders Parkway Castle Rock, CO 80104	11/09/2017	10 day suspension. 5 days held in abeyance for one year. Fine paid in lieu of active suspension.
#2709859 2265 E. 120th Avenue Northglenn, CO 80233	3/1/2018	14 days – 8 of the days held in abeyance for two years; 5 of the days served with a fine in lieu; 1 day served.
#2709903 595 Summit Blvd. Broomfield, CO 80021	3/30/2018	15 days – 6 days held in abeyance, fine in lieu of 6 day suspension, 3 days served.
#2709865 3040 N. Broadway Boulder, CO 80304	11/17/2018	14 Days – 5 served, 9 held in abeyance
#2744092 3860 Peoria Denver, CO 80239	12/21/2018	14 days – 10 held in abeyance, fine in lieu of 4 day suspension
#2744105 2501 S Shields St. Fort Collins, CO 80526	1/10/2019	15 days – 10 held in abeyance, fine in lieu of 5 day suspension
#2740622 6480 South Hwy 85/87 Fountain, CO 80817	2/7/2019	10 days – 5 held in abeyance, fine in lieu of 5 day suspension

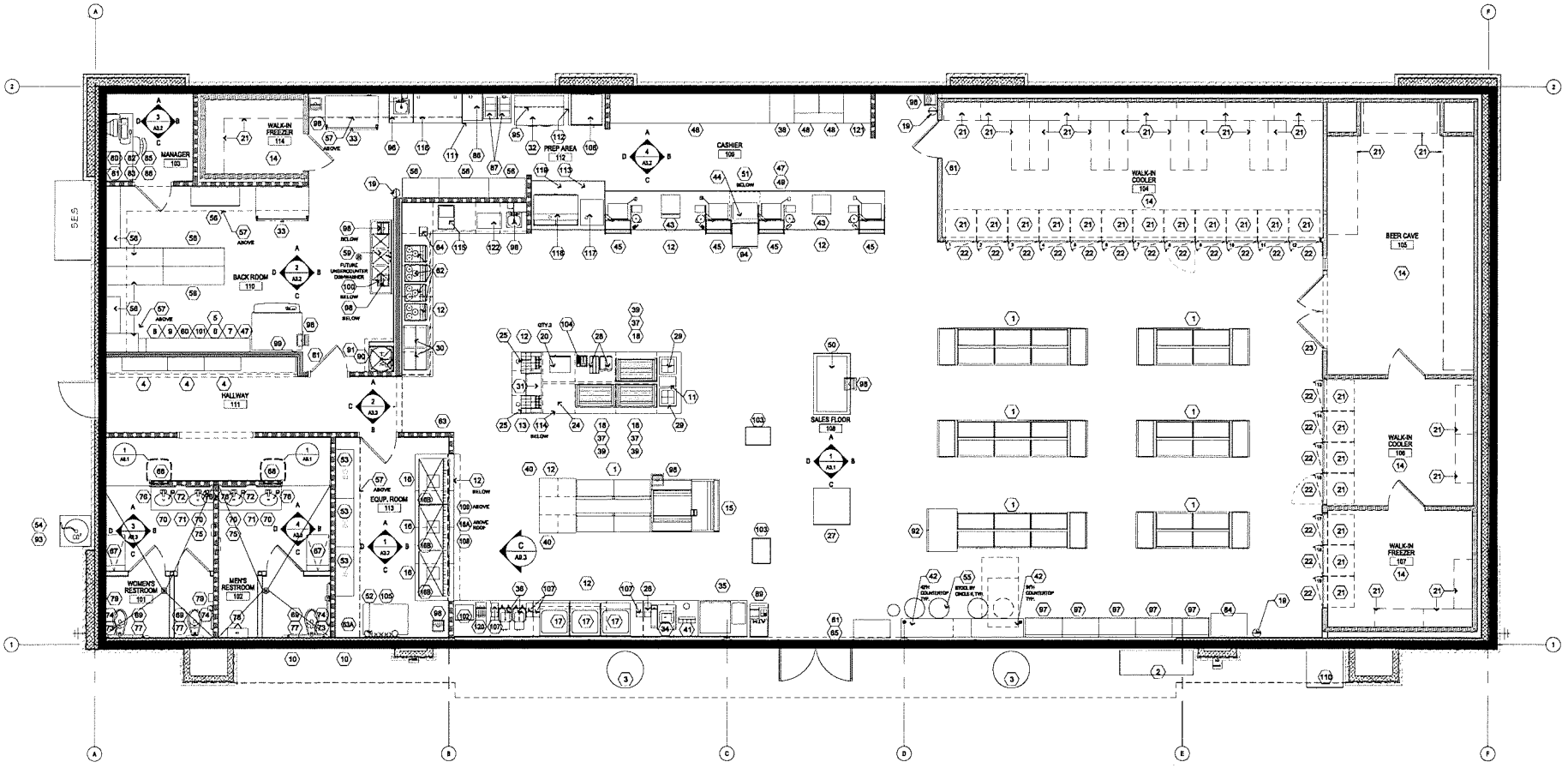
#2709903 595 Summit Blvd. Broomfield	4/6/2019	15 days – 7 held in abeyance, fine in lieu of 8 day suspension

Attachment to DR8403
Question 12

List of Colorado Circle K Stores

Store Number	Street Address	City	State	ZIP	License #
#2709852	15291 E Hampden Cir	Aurora	CO	800143907	21-65089-0065
#2709853	15593 E Iliff Ave	Aurora	CO	80013	21-65089-0066
#2709855	16070 E 6Th Ave	Aurora	CO	80011	21-65089-0067
#2709864	298 S Potomac	Aurora	CO	800121323	21-65089-0068
#2709872	4200 S Parker Rd	Aurora	CO	80014	21-65089-0069
#2709890	600 South Buckley Road	Aurora	CO	80011	21-65089-0070
#2709896	22998 E Smoky Hill Rd	Aurora	CO	800161382	21-65089-0071
#2709899	2290 S Havana St	Aurora	CO	80014	21-65089-0072
#2709851	1480 Canyon Blvd	Boulder	CO	80302	21-65089-0073
#2709861	2877 Baseline Rd	Boulder	CO	803032311	21-65089-0074
#2709865	3040 N Broadway St	Boulder	CO	803043135	21-65089-0075
#2709866	3185 28Th St	Boulder	CO	803011315	21-65089-0076
#2709873	425 W Hwy 287	Broomfield	CO	80020	21-65089-0077
#2709894	1240 E 1St Ave	Broomfield	CO	80020	21-65089-0078
#2709903	595 Summit Blvd	Broomfield	CO	80021	21-65089-0079
#2709902	7530 Village Square Dr	Castle Pines	CO	80108	21-65089-0082
#2709860	23 W Wolfensberger Rd	Castle Rock	CO	80109	21-65089-0080
#2709901	246 Founders Pkwy	Castle Rock	CO	80104	21-65089-0081
#2709845	10553 E Briarwood Ave	Centennial	CO	801121146	21-65089-0083
#2709878	7425 E Arapahoe Rd	Centennial	CO	801121235	21-65089-0085
#2709879	7550 S University Blvd	Centennial	CO	80122	21-65089-0086
#2703291	6135 N Carefree Circle	Colorado Springs	CO	80922	04-00121
#2703293	5995 Dublin Blvd	Colorado Springs	CO	80923	04-00299
#2709837	5885 Constitution Ave	Colorado Springs	CO	80915	21-65089-0087
#2709838	6560 S Academy Blvd	Colorado Springs	CO	809068614	21-65089-0088
#2709840	7055 Commerce Center Dr	Colorado Springs	CO	809192651	21-65089-0089
#2709843	7480 Austin Bluffs Pkwy	Colorado Springs	CO	80923	21-65089-0091
#2709847	120 S Rockrimmon Blvd	Colorado Springs	CO	809192382	21-65089-0092
#2709874	435 W Garden Of Gods Rd	Colorado Springs	CO	809074217	21-65089-0096
#2709881	7805 N Academy Blvd	Colorado Springs	CO	809203901	21-65089-0097
#2709887	2890 S Circle Dr	Colorado Springs	CO	809064111	21-65089-0098
#2709897	210 N Academy Blvd	Colorado Springs	CO	809096604	21-65089-0099
#2703294	1255 Academy Park Loop	Colorado Springs	CO	80910	04-00371
#2709871	3805 Maizeland Rd	Colorado Springs	CO	80909	21-65089-0095
#2703598	613 Meadowbrook Parkway	Colorado Springs	CO	80915	04-00794

#2704590	7492 Black Forest Road	Colorado Springs	CO	80923	04-01151
#2703290	411 West Florida Avenue	Denver	CO	80223	21-65089-0135
#2709900	1300 W Colfax Ave.	Denver	CO	80204	21-65089-0104
#2709854	1600 S Colorado Blvd	Denver	CO	80224	21-65089-0101
#2709842	4570 Chambers Rd	Denver	CO	80239	21-65089-0100
#2709867	3595 S Yosemite St	Denver	CO	802371806	21-65089-0102
#2709868	3600 West 38Th Avenue	Denver	CO	80211	04-00777
#2709876	5095 S Federal Blvd	Englewood	CO	801106300	21-65089-0105
#2709898	2200 W Evans	Englewood	CO	801101022	21-65089-0107
#2709895	3334 Arapahoe Rd	Erie	CO	805166006	21-65089-0108
#2709880	7701 East Orchard Road	Greenwood Village	CO	801112507	21-65089-0106
#2709886	9275 S Broadway	Highlands Ranch	CO	80129	21-65089-0110
#2709892	8663 S Quebec St	Highlands Ranch	CO	80129	21-65089-0111
#2709904	9356 S Colorado Blvd	Highlands Ranch	CO	801265256	21-65089-0112
#2709905	3988 Red Cedar Dr	Highlands Ranch	CO	801268064	21-65089-0113
#2709858	225 W South Boulder Rd	Lafayette	CO	800268827	21-65089-0118
#2709884	9207 W Jewell Ave	Lakewood	CO	80232	21-65089-0115
#2709888	15065 W Colfax Ave	Lakewood	CO	80401	21-65089-0109
#2709869	3694 West Bowles Avenue	Littleton	CO	80123	04-00644
#2709877	6798 W Ottawa Ave	Littleton	CO	801284546	21-65089-0117
#2703292	605 S Emery St	Longmont	CO	80501	04-00270
#2709846	10963 W 1-25 Access Rd	Longmont	CO	80504	21-65089-0120
#2709841	1190 W Baptist Rd	Monument	CO	80132	21-65089-0090
#2709859	2265 East 120Th Avenue	Northglenn	CO	802331407	21-65089-0121
#2709862	290 West 104Th Avenue	Northglenn	CO	802344104	21-65089-0122
#2709893	16550 Keystone Blvd	Parker	CO	80134	21-65089-0123
#2704585	17001 Parkerhouse Road	Parker	CO	80134	04-00901
#2709844	4020 E 104Th Ave	Thornton	CO	80233	21-65089-0124
#2709850	12801 Washington St	Thornton	CO	80241	21-65089-0125
#2709839	12051 N Huron St	Westminster	CO	802343433	21-65089-0126
#2709882	7805 W 92Nd Ave	Westminster	CO	80021	21-65089-0129
#2709889	10363 N Federal Blvd	Westminster	CO	802607431	21-65089-0128
#2709870	3805 Kipling St	Wheat Ridge	CO	800334122	21-65089-0130
#2709885	4885 Kipling St	Wheat Ridge	CO	80033	21-65089-0131



1 EQUIPMENT PLAN
SCALE: 1/4" = 1'-0"

ARRIS ARCHITECTURE
Arris Architecture, LLC
3436 New Castle Dr.
Loveland, CO 80538
970.988.6302
coreys@arrisinc.net

ESC ENGINEERING SERVICE COMPANY
14190 East Evans Avenue
Aurora, Colorado 80014
engineeringservicesco.com
P 303.337.1393
F 303.337.7481
T/F 1.877.272.0689

PREPARED FOR:
CIRCLE K STORES, INC.
STORE #NTI
6109 EAST FIRESTONE BLVD.
FIRESTONE, COLORADO 80504
CIRCLE K STORES, INC.

ISSUE	DATE
FDP SUBMITTAL	4-24-20

PROJECT NO.

SHEET TITLE
EQUIPMENT PLAN

SHEET NO.
21 OF 21

PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS
(NEC FIRESTONE BOULEVARD AND COLORADO BOULEVARD, FIRESTONE, COLORADO)

Seller: Oak Meadows Commercial, LLC, a Colorado limited liability company
144 Erselia Trail
Alamo, California 94507
Attention: Gary A. Berger, Manager
Telephone: [redacted]
E-Mail: [redacted]

with a copy to: Matthew S. Finberg, Attorney at Law
2425 Canyon Boulevard Suite 110
Boulder, Colorado 80302
Telephone: [redacted]
E-Mail: [redacted]

Buyer: Circle K Stores Inc., a Texas corporation
Greenwood Village, Colorado
5500 South Quebec Street, Suite 100
Greenwood Village, Colorado 80111
Attention: Christopher McGinn
Telephone: [redacted]
E-Mail [redacted]

with a copy to: Circle K Stores Inc.
19500 Bulverde Road, Suite 100
San Antonio, Texas 78259
Attention: Murray H. Van Eman, Senior Counsel
Telephone: [redacted]
E-Mail: [redacted]

Escrow Agent: Chicago Title Insurance Company
3100 Monticello, Suite 800
Dallas, Texas 75205
Attention: Nancy Shirar
Telephone: [redacted]
Facsimile: [redacted]
e-mail: [redacted]

Escrow: _____

Purchase Price:	The purchase price to be paid by Buyer for the Property at Closing (as defined below) shall be [redacted]
Land:	The approximate 70,654 square feet (1.62 acres) of unimproved real property generally located near the northeast corner of Firestone Boulevard and Colorado Boulevard in Firestone, Weld County, Colorado, designated as Weld County Assessor Parcel No. 1311-06-3-19-005, and legally described and/or generally depicted on **Exhibit "A"**.
Initial Earnest Money:	[redacted]
Extension Deposit:	[redacted] for each Extension Period.
Investigation Period:	One Hundred Twenty (120) days from the Effective Date (as defined below) subject to the Extension Periods.
Extension Periods:	Five (5) 30-day extensions of the Investigation Period.
Closing Date:	Thirty (30) days after the expiration of the Investigation Period (as may be extended).
Transaction Brokers:	Legend Partners 5150 East Yale Circle, Suite 400 Denver, Colorado 80222 Attention: Nate Hansen Telephone: [redacted] E-Mail: [redacted] Impact Commercial Real Estate 9253 Park Meadows Drive Lone Tree, Colorado 80124 Attention: Heather Taylor Telephone: [redacted] Email: [redacted]

THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE REFERRED TO THROUGHOUT THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS.

ARTICLE I
AGREEMENT, PROPERTY, AND PURCHASE PRICE

Section 1.01. Agreement. This Purchase Agreement and Escrow Instructions (inclusive of all exhibits, this "**Contract**") will constitute a binding and effective agreement of Seller to sell the Property to Buyer and will constitute a binding and effective agreement of Buyer to purchase the Property from Seller effective as of the "**Effective Date**" (as defined in Section 1.05).

Section 1.02. Inclusions in Property. The "**Property**" includes the Land and all easements, licenses, interests, rights, privileges, and appurtenances held by Seller as of the Closing Date that in any way benefit the Property or relate to the ownership of the Property, including, without limitation: (i) any and all mineral, water, and irrigation rights running with or pertaining to the Property; (ii) all of Seller's interest in any road, street, or alleyway adjoining the Property; (iii) any rights or interests that may accrue to the benefit of Seller or the land as a result of the abandonment of any road, street, or alleyway adjoining the Property, (iv) any and all buildings, trade fixtures, equipment, and improvements that may be located on the Property; (v) any and all replacements, renewals, substitutions, and additions of or to the Property that may be made or acquired after the Effective Date; and (vi) all transferable permits, licenses, warranties, and entitlements applicable to the Property.

Section 1.03. Purchase Price. To consummate its purchase of the Property, Buyer agrees to pay the Purchase Price to Seller in all cash. The Purchase Price will be paid by Buyer to Seller as follows:

(a) Buyer will deposit the Initial Earnest Money into the Escrow within five business days of the Effective Date.

(b) After application of the Earnest Money, Buyer will pay the remaining balance ("**Closing Cash**") due on the Purchase Price to Seller through Escrow on the Closing Date.

Section 1.04. Earnest Money. The term "**Earnest Money**" means the Initial Earnest Money and Extension Deposits (if any). If the Escrow closes, the Earnest Money will be credited and applied for the benefit of Buyer by Escrow Agent to the Purchase Price. Unless Buyer has previously canceled the Contract and Escrow, the Earnest Money will be nonrefundable on the later of its deposit or the expiration of the Investigation Period, except as otherwise provided in this Contract. Notwithstanding anything to the contrary in this Contract, in any instance in which this Contract may be terminated in a manner resulting in Buyer's right to a return of the Earnest Money, the amount of [redacted] (the "**Independent Consideration**"), out of the Earnest Money shall be retained by Seller as independent consideration for Seller's execution and delivery of this Contract and Buyer's rights under Article III hereof. In the event the Independent Consideration becomes payable to Seller in accordance with this Section, Title Company shall immediately distribute the Independent Consideration to Seller, without necessity of any further authorization of Buyer. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Contract and is non-refundable in all events.

Section 1.05. Effective Date. The term "**Effective Date**" means the date upon which Escrow Agent has in its possession at least one fully executed original or electronic counterpart of this Contract and, by its execution below, accepts this Contract as its escrow instructions. Escrow Agent will indicate the date of the Effective Date on Escrow Agent's Acceptance attached at the end of this Contract.

Section 1.06. Close of Escrow. The completion of the purchase and closing of the Escrow (referred to interchangeably as the "**Closing**" or the "**Close of Escrow**") will occur on the Closing Date or any earlier date agreed upon by Buyer, Seller, and Escrow Agent in writing.

Section 1.07. Escrow Instructions. This Contract, including the "**Additional Escrow Instructions**" attached as **Exhibit "B"**, will constitute the sole escrow instructions to Escrow Agent, and no standard form escrow instructions of Escrow Agent will be used for this Escrow.

Section 1.08. Buyer's Site Plan. As used in this Contract, the term "**Buyer's Site Plan**" means the preliminary site or land plan attached as **Exhibit "C"**, as may be modified from time to time, by Buyer with the approval of any federal, state, or other political, governmental, or quasi-governmental authority or association or any other entity or third-party, including all applicable councils, boards, commissions, committees, departments, and agencies and all utility providers or regulators, having jurisdiction and/or approval rights over the ownership, operation, or use of the Property and/or the construction of improvements thereon (called, collectively, the "**Governmental Authorities**").

ARTICLE II
DUE DILIGENCE DOCUMENTS

Section 2.01. Title. Within twenty (20) days after the Effective Date, Escrow Agent will provide Buyer with a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance for the Property in the amount of the Purchase Price and complete and legible copies of all instruments and documents referred to as exceptions to title, including a copy of the so-called vesting deed (collectively, the "**Report**"). The Report must be issued by Escrow Agent or an acceptable title insurance underwriter, must include all title requirements for closing, and must be dated with an effective date and time after the Effective Date.

Section 2.02. Survey. During the Investigation Period, Buyer, at Buyer's cost, may cause to be prepared an ALTA/ACSM Land Title Survey ("**Survey**") of the Property. The Survey will be certified to Buyer, Seller, and Escrow Agent, and Buyer will cause a copy of the Survey to be delivered to Seller and Escrow Agent. The Survey will be the basis for determining the final legal description for the Property.

Section 2.03. Environmental. During the Investigation Period, Buyer, at Buyer's cost, may cause to be prepared a Phase I Environmental Site Assessment and, if necessary or desirable, a Phase II report (collectively, the "**ESA**") of the Property in accordance with any current ASTM Standards. If prepared, the ESA will be certified to Buyer and Seller, and Buyer will cause a copy of the ESA to be delivered to Seller.

Section 2.04. Due Diligence Documents. Within five (5) days after the Effective Date, Seller will deliver to Buyer copies of all existing surveys, leases, environmental reports, water reports, soil tests, topography studies, archaeological tests, engineering reports, traffic studies, maintenance records, marketing studies, maintenance reports, appraisals, zoning reports, zoning stipulations, development agreements, cost estimates, infrastructure plans, licenses, tax abatement agreements, revenue sharing arrangements, and similar records relating to the Property that were delivered to or performed by or for Seller or its affiliates and/or that are in the possession of, or are readily available to, Seller, its agents, or its affiliates (collectively, the "**Due Diligence Documents**"). The Due Diligence Documents will be itemized in writing by Seller at the time of their delivery to Buyer. The Investigation Period shall be automatically extended one (1) day for each day that delivery of the Due Diligence Documents is delayed beyond the five (5) day period set forth above. Copies of any such items not in Seller's possession upon the Effective Date (the "**Additional Due Diligence Documents**") but which come into Seller's possession prior to Closing, shall be delivered to Buyer within three (3) days after coming into Seller's possession, but in no

event later than the Closing Date (in either such case the Investigation Period and Closing Date, if necessary, shall be extended for a period of five (5) days solely to allow Buyer to review and approve or disapprove, in its sole and absolute discretion, such Additional Due Diligence Documents). If Seller does not possess an item of Additional Due Diligence Documents but has actual knowledge of the existence of the same, Seller will completely disclose (to the extent of Seller's actual knowledge) the whereabouts of such information to Buyer and will cooperate, but without cost to Seller, with Buyer to allow Buyer to attempt to obtain such information. If underground storage tanks and/or related piping ("**UST's**") have ever been located under the Property, Seller will provide Buyer, concurrent with the delivery of the other Due Diligence Documents, copies of all tank registrations, tank and line tests, compliance tests and results, and inventory records for the three most recent years, together with all information in Seller's possession concerning any leakage from the UST's or contamination of the Property.

ARTICLE III
INTERIM SELLER OBLIGATIONS AND REPRESENTATIONS

Section 3.01. Interim Acts of Seller. Seller agrees that, from the Effective Date until the Closing or earlier termination of this Contract, without the prior written consent of Buyer, Seller will not (i) enter into any lease or other oral or written agreement affecting the Property, which might become binding upon Buyer or the Property, or that relates to the sale, lease, occupancy or transfer of the Property or any portion thereof, or that otherwise encumbers or restricts the Property in any manner whatsoever, (ii) permit any modifications or additions to the Property (including, but not limited to, changing the native grade of the Property), (iii) grant any easements with respect to the Property, (iv) allow any liens to attach to the Property before the Closing that will not be satisfied out of Seller's Closing proceeds, except for any such liens which are caused by Buyer's actions on the Property which shall be satisfied by Buyer prior to Closing and the lien for 2019 property taxes not yet due or payable. Seller agrees that there will be no outstanding obligations of Seller with respect to the Property as of the Closing, except for obligations described in this Contract to be prorated at Closing, obligations that will be satisfied out of Seller's proceeds at Closing, or any indebtedness taken subject to or assumed by Buyer in writing.

Section 3.02. Work on Property. To the extent that there is any work performed on the Property by Seller, Seller's agents, or independent contractors engaged by Seller prior to the Closing, all invoices, liens, and/or payment requests will be paid in full by Seller by no later than the Closing. If requested by Buyer or Escrow Agent, Seller will deliver unconditional lien releases to Buyer and Escrow Agent for all work performed by Seller, Seller's agents, or any independent contractor engaged by Seller.

Section 3.03. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Seller is the owner of marketable fee simple title to the Property. The Property has access to one or more public roadways.

(b) To Seller's knowledge, the Property is not now being used and, to Seller's knowledge, has not previously been used for the generation, transportation, treatment, storage, or disposal of any hazardous or toxic wastes or substances that are subject to regulation under any federal, state, or local laws or regulations ("**Hazardous Waste Laws**"). To Seller's knowledge, there have been no past or current releases or substantial threats of a release of a hazardous or toxic waste or substance from or unto the Property that are or may be subject to regulation under the Hazardous Waste Laws.

(c) Seller has not received any notice by any person, authority, or agency having jurisdiction over the Property or Seller with regard to the violation of any applicable regulation,

ordinance, requirement, covenant, condition, or restriction relating to the use or occupancy of the Property.

(d) To Seller's knowledge, there are no intended public improvements that will or could result in any charges being assessed against the Property and that will or could result in a lien or encumbrance upon the Property or its owners.

(e) To Seller's knowledge, there is no pending or contemplated condemnation or taking by inverse condemnation of all or any portion of the Property by any Governmental Authorities.

(f) To Seller's knowledge, there are no suits or claims pending or threatened with respect to or in any manner affecting the Property. Seller does not know of any circumstances that should or could reasonably form the basis for any suits or claims and that have not been disclosed in writing to Buyer by Seller.

(g) Other than this Contract, Seller has not entered into any written or oral agreement or option under which Seller is or could become obligated to sell or dedicate all or any portion of the Property and Seller will not enter into this type of agreement or option with respect to the Property during the term of the Escrow.

(h) To Seller's knowledge, the act of entering into this Contract and the completion of this transaction will not in any way violate any agreements to which Seller is a party or any laws to which Seller is subject.

(i) This Contract has been duly authorized and executed on Seller's behalf and constitutes a valid and binding agreement of Seller, enforceable in accordance with its terms. Seller is not prohibited from consummating this transaction by the terms of its governing document or any judicial or governmental order or stay.

(j) To Seller's knowledge, there are no wells, drilling holes, wellheads, or underground storage tanks located on or under the surface of the Property.

(k) Seller has not entered into any public or private shared expense agreements, repayment agreements, reimbursement agreements, impact fee credit agreements, or development payback agreements that affect all or any portion of the Property.

(l) Seller has not entered into any oral or written agreement with any third party that would subject the Property to any land use regulation, restriction, condition, or stipulation that, to Seller's knowledge, would prevent or impair Buyer's contemplated development operation of the Property.

(m) To Seller's knowledge, there are no parties in adverse possession of the Property, and no party uses or is in possession of the Property other than Seller.

(n) To Seller's knowledge, the Property is not located in or classified as a special district, such as but not limited to any historic, landmark, restricted parking, overlay, planned urban development district.

(o) To Seller's knowledge, there are no items of archeological significance located on, about, or under the Property.

(p) To Seller's knowledge, the Property is not subject to any land use regulation, restriction, condition, or stipulation that may be imposed by any oral or written agreement between Seller and any third party that would prevent or impair Buyer's contemplated development and operation of the Property.

(q) Seller is not a Prohibited Person[1] as defined in the USA PATRIOT Act, Public Law 107-56.

(r) To Seller's knowledge, the Property has an assured water supply and access to gas, electricity, sewer and other utilities of a size and capacity that may be tapped into by Buyer.

(s) The Property is not subject to any lease or occupancy license that would give anyone other than Buyer the right to use or occupy the Property after the Closing Date.

All representations and warranties contained in this Contract are true on and as of the Effective Date in all material respects, will be true on and as of the Close of Escrow in all material respects, and will survive the Close of Escrow and the execution, delivery, and recordation of the conveyancing deed for a period of eighteen (18) months. Should Seller, at any time after the Effective Date and prior to Closing, learn that any of the foregoing representations and warranties are no longer true and correct in all material respects, Seller shall promptly notify Buyer of such fact, stating with specificity the nature and extent to which Seller's representations and warranties have changed. Any breach of the warranties or representations made to Buyer by Seller under this Contract shall be deemed an Event of Default under Section 8.05 herein, and shall be subject to Buyer's remedies as set forth therein.

Section 3.04. Buyer Representations and Warranties. Buyer represents and warrants to Seller as follows:

(a) Buyer has the full power to execute, deliver, and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery, and performance of this Contract;

(b) The execution and delivery of this Contract is not prohibited by, will not conflict with, constitute grounds for termination of, or result in the breach of any agreements or

[1] A "**Prohibited Person**" shall mean any person, organization, or entity: (i) listed in the Annex to, or is otherwise subject to, the provisions of Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**"); (ii) owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the PATRIOT Act and the Executive Order; (iv) that commits, threatens, or conspires to commit or supports "**terrorism**" as defined in the Executive Order; (v) that is named as a "specifically designated national" or "blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/offices/eotffc/ofac/sdn, or at any replacement website or other replacement official publication of the list or is named on any other U.S. or foreign government or regulatory list maintained for the purpose of preventing terrorism, money laundering, or similar activities; (vi) that is covered by IEEPA, OFAC, or any other law, regulation, or executive order relating to the imposition of economic sanctions against any country, region, or individual pursuant to United States law or United Nations resolution; or (vii) that is an affiliate (including any principal, officer, immediate family member, or close associate) of a person or entity described in one or more of the above clauses of this definition of Prohibited Person.

instruments to which Buyer is now a party or by which it is bound, or any order, rule, or regulation of any court or any other governmental agency or official; and

(c) This Contract constitutes a valid and binding agreement of Buyer, enforceable in accordance with its terms, subject to the provisions of Section 5.08 below.

ARTICLE IV
TITLE AND SURVEY CONTINGENCY

Section 4.01. Buyer's Objections. Buyer will have until the end of the Investigation Period within which to advise Seller in writing that Buyer objects, in Buyer's sole discretion, to any matters contained in the Report or Survey ("**Buyer's Objections**"). If the Report or Survey is amended, Buyer will have until the later of the end of the Investigation Period or 10 business days following its receipt of the amended Report (including legible and complete copies of all new exceptions or requirements to title) or amended Survey to deliver Buyer's Objections to any new matter. If Buyer fails to timely deliver Buyer's Objections, Buyer will be deemed to have waived its right to deliver the Buyer's Objections to the Report or Survey, as applicable.

Section 4.02. Seller's Cure.

(a) Within 10 days of Seller's receipt of timely delivered Buyer's Objections, Seller will send written notice ("**Title Response**") to Buyer specifying in detail which of Buyer's Objections that Seller will or will not cure. Seller will have no obligation to cure any of Buyer's Objections, except as established below. If Seller commits to removing any of Buyer's Objections (or obtaining endorsements acceptable to Buyer) and fails to promptly commence and diligently pursue to do so using its best efforts prior to Closing, Seller will be in default under this Contract and Buyer, at Buyer's election, may pursue its remedies as established in this Contract. Within 10 days after Buyer's receipt of the Title Response from Seller, Buyer may elect, by delivering written notice to Seller and Escrow Agent, to either: (i) proceed with the purchase and sale of the Property (on the condition that Seller accomplishes any objectives described by Seller in the Title Response); or (ii) cancel this Contract and the Escrow. If Buyer exercises its cancellation remedy above, this Contract and the Escrow will be deemed cancelled as of the date of Buyer's notice and the cancellation will be governed by the provisions of Section 5.10.

(b) Notwithstanding anything to the contrary in this Contract and without the need to make any formal written objections, Buyer objects to: (i) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements; (ii) any restrictions prohibiting use of the Property as or for a convenience store, for the sale of motor vehicle fuels, and/or any restrictions on hours of operation; (iii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens (other than liens for property taxes not yet due and payable), attachments, and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); (iv) any options or rights of purchase; and (v) notices of lease, possession, or occupancy rights to all or part of the Property.

(c) Seller, at Seller's sole cost and expense, will fully pay and discharge and release the Property from any and all recorded or unrecorded mortgages, deeds of trust, installment land contracts, judgments, tax liens, mechanics liens, lawsuits, or other monetary liens affecting or purporting to affect title to the Property (including any prepayment penalties), and Seller authorizes and directs Escrow Agent to use Seller's proceeds from the Closing to remove and discharge these matters.

Section 4.03. Extension to Closing for Cure. The Closing Date will be extended to the date that is five (5) business days following the later of: (i) the time period described in Section 4.01 for Buyer's review of any amended Report or Survey; or (ii) the time period described in Section 4.02 for Seller's curing of Buyer's Objections, if Buyer has objected to any new exception or requirement contained in any amended Report or Survey.

ARTICLE V
OTHER BUYER CONTINGENCIES

Section 5.01. Buyer Investigations. Buyer will have until the end of the Investigation Period within which to conduct and approve any feasibility studies, physical inspections, environmental testing, due diligence investigations, economic studies, marketing reports, utility studies, soil tests, or other tests or investigations (collectively, the "**Buyer Investigations**") deemed necessary by Buyer, in its sole discretion, to determine the economic, physical, developmental, and operational feasibility of Buyer's purchase of the Property. Buyer's obligation to purchase the Property is conditioned on Buyer's approval of the results of the Buyer Investigations and the Due Diligence Documents, in Buyer's sole discretion. Buyer has the absolute right to terminate this Contract for any reason during the Investigation Period, and shall not be obligated to close the transaction for the purchase of the Property unless Buyer delivers to Seller, prior to the end of the Investigation Period, written notice that Buyer has waived its right to terminate this Contract (the "**Exercise Notice**"). The date on which Buyer delivers the Exercise Notice to Seller (so long as it is delivered on or prior to the end of the Investigation Period) is referred to herein as the "**Going Forward Date**" and the Investigation Period shall end on the Going Forward Date. Notwithstanding anything to the contrary contained herein, the Earnest Money shall be fully refundable to Buyer prior to Buyer delivering the Exercise Notice as provided above, and if Buyer fails to timely deliver the Exercise Notice to Seller, then this Agreement shall immediately terminate at 11:59 p.m. Mountain Time (MT) on the last day of the Investigation Period and both parties shall be fully released herefrom, except as otherwise expressly provided in this Contract, as of 11:59 p.m. MT on the last day of the Investigation Period; provided, however that the Title Company shall immediately refund to Buyer all of the Earnest Money.

Section 5.02. Right of Entry. Seller grants to Buyer and Buyer's agents, employees, and contractors the right to enter upon the Property, at all reasonable times during the term of this Escrow, to conduct any Buyer Investigations. Seller agrees (at no cost to Seller) to cooperate in a reasonable manner with Buyer and its agents, employees, and contractors in the performance of the Buyer Investigations. To the extent Buyer damages or disturbs the Property, Buyer will return the Property to substantially the same condition that existed immediately prior to the Buyer Investigations. Buyer agrees to indemnify, defend, and hold Seller harmless for, from, and against any claim, damage, liability, cost (including reasonable court costs and attorney fees),lien, loss, or injury arising as a direct consequence of Buyer Investigations, excluding any conditions which previously existed upon the Property. This inspection indemnity of Buyer will survive the cancellation of this Contract and Escrow and the Closing.

Section 5.03. Reciprocal Access Easement Agreement. During the first 75 days of the Investigation Period, Buyer and Seller agree to negotiate in good faith a reciprocal access easement agreement for the Property and the adjacent property (the "**REA**") providing for non-exclusive cross access for pedestrians and vehicular traffic between the Property, the adjacent property known as Lot 4 in the subdivision of which the Property is a part, and public roadways adjoining either property (so as to establish a free flow of traffic) and establishing responsibility for maintenance and liability for the respective properties. The REA will not provide for shared or common parking. The REA may establish permanent or temporary utility easements and temporary construction easements to accommodate Buyer's planned development of the Property. The REA will be executed and delivered at Closing. The REA will not require Buyer to pay for any common area maintenance or other charges not directly attributable to the

Buyer, unless Buyer expressly agrees in writing in the REA. Buyer's refusal to agree to any common area payment provisions will not constitute a violation of Buyer's obligation to negotiate in good faith..

Section 5.04. Declaration of Conditions, Covenants and Restrictions. During the first 75 days of the Investigation Period, Buyer and Seller agree to negotiate in good faith a declaration of conditions, covenants, and restrictions or similar document (or amendment to any existing document) regulating the operation and/or use of the Property and any other property owned by Seller within a two (2) mile radius (the "**Burdened Property**") of the Property ("**CCRs**"). Seller may not include any provision in the CCRs that may materially and adversely impact Buyer's business (in Buyer's good faith business judgment) without Buyer's prior written consent. The CCRs also may prohibit the use of the Property for amusement arcades, adult bookstores (for which 5% or more of the business is derived from pornographic materials) adult theaters, adult amusement facilities, or similar undesirable uses; however, this prohibition will not be construed so as to restrict Buyer's sale of "adult sophisticates" such as Playboy, Penthouse, Maxim, etc. The CCRs will, at a minimum, contain the following use restrictions and protections for Buyer and the Property:

(a) No part of the Burdened Property will be used to operate a Convenience Store or gasoline station similar to the current Circle K business model proposed for the Property. "***Convenience Store***" means a retail store specializing in the sale of items normally associated with a convenience store (including the sale of beer and wine for off-premises consumption and tobacco products) similar to Circle K, as typically operated in the Colorado market as of the Effective Date, such as, by way of example and not by limitation, Speedway, 7-Eleven, Loaf 'N Jug, Everyday, QuickTrip, Wawa, Casey's General Store, ampm and/or TigerMart.

(b) Notwithstanding anything to the contrary in this Contract, Buyer will have the right to enforce any violation of the above declaration by any remedy available at law or in equity, including the right to injunctive relief without the necessity of posting a bond.

Section 5.05. Intentionally Omitted.

Section 5.06. Entitlement Approvals.

(a) Buyer's obligation to close this Escrow and consummate the purchase of the Property is conditioned upon Buyer's ability to obtain from the applicable Governmental Authorities on or before the expiration of the Investigation Period, all necessary final and written permits and approvals necessary for Buyer to develop and operate the Property as a convenience store (including, at Buyer's election, a quick serve restaurant and/or a car wash) selling alcoholic beverages, motor vehicle fuels, and lottery tickets (or other allowable gaming), including, without limitation, any zoning changes, zoning variances, Buyer's Site Plan approvals, use permits, liquor licenses, special use permits, gaming license, beer and wine license, subdivision approvals, lot divisions, other land use entitlements and building permits and approvals necessary for Buyer's intended development of the Property, subject to only those conditions, stipulations, costs and other matters as are acceptable to Buyer in its sole and absolute discretion (collectively, the "**Entitlement Approvals**"). If Buyer delivers notice to Seller on or before the expiration of the Investigation Period, as may be extended, that Buyer has been unable to obtain the Entitlement Approvals, then this Contract and the Escrow will be immediately deemed cancelled, and the cancellation will be governed by the provisions of Section 5.10.

(b) Notwithstanding the foregoing, if any referendum petition challenging any aspect of the Entitlement Approvals is filed with the Governmental Authorities within any applicable referendum petition filing period, Buyer will be permitted to cancel this Contract and the

Escrow, even though the Investigation Period may have passed, by giving Seller and Escrow Agent written notice of cancellation within 15 days after the date Buyer receives notice of the filing of the referendum. Any cancellation above will be governed by the provisions of Section 5.10.

(c) Seller will cooperate in all reasonable respects with Buyer in applying for and obtaining the Entitlement Approvals, but all costs for any applications will be solely those of Buyer.

(d) As a condition to Buyer's obligation to close this Escrow and consummate the purchase of the Property and as a part of the Entitlement Approvals, Seller must have obtained all required approvals of the Governmental Authorities described in Section 1.08 above.

(e) Buyer may extend the Investigation Period for the Extension Periods by notifying Seller and Escrow Agent in writing prior to the expiration of the then-applicable Investigation Period and depositing with Escrow Agent the Extension Deposit within five (5) days after the commencement of such Extension Period.

Section 5.07. Environmental Matters.

(a) ***Hazardous Materials.*** If, during the Investigation Period, hazardous material contamination or other environmental conditions are discovered at the Property resulting from any source including contamination from any existing UST's, Seller will elect, within 10 business days after written notice from Buyer thereof, to either terminate this Contract, or to promptly provide Buyer with assurance reasonably acceptable to Buyer that: (i) the conditions will not prevent or unreasonably interfere with Buyer's use of the Property after the Closing Date; (ii) Seller will promptly address the environmental conditions in accordance with law, at no cost to Buyer and with a minimum of disruption to Buyer's use of the Property; and (iii) Seller has the financial ability to fund any necessary monitoring and remediation of the Property. These reasonable assurances may include the deposit of a portion of the Purchase Price into an escrow account, to be disbursed from time to time as any remedial work is completed.

(b) ***Assurances not Provided/Termination.*** If Seller is unable or unwilling to provide these assurances or if Seller has elected to terminate this Contract, Seller will so notify Buyer, and Buyer will, within 10 days after receipt of the notice (and the Closing Date will be extended, if needed), notify Seller of its election to: (i) waive the objections and close the transaction subject to the environmental conditions; or (ii) terminate this Contract in accordance with Section 5.10. If Seller has elected to remediate the environmental matter, the provisions of Section 5.07(c) and (d) below will apply.

(c) ***Cleanup.*** Seller will promptly commence the assessment and remediation of hazardous material contamination at the Property (or, if already in progress, continue the assessment and remediation), in conformance with applicable laws, regulations, and orders (collectively, "**Cleanup**"). Seller will continuously and diligently pursue the completion of Cleanup so as to minimize the disruption of the use of the Property after Closing. Cleanup will be complete upon the issuance of a "no further action" letter (or similar letter) by the environmental agency with oversight authority over the Property (the "**Agency**") and delivery of a copy of the letter to Buyer. Notwithstanding any provision of this Contract or the law to the contrary, the consent of Buyer is not required to permit the recordation of any restriction against the Property that the Agency may require as a condition of site closure. These provisions will survive the Closing.

(d) ***Control of Cleanup***. Buyer, at its option, may elect to take over Cleanup after the Closing Date. The parties will negotiate in good faith for a mutually acceptable reduction to the Purchase Price or agree upon an environmental escrow account to be withheld from Seller's proceeds at Closing. The escrow account will be used to fund the cost of Cleanup by Buyer. This election will not make Buyer the responsible party for the hazardous material contamination. The parties will cooperate in good faith after the Closing Date to ensure and maximize any available reimbursement for the costs of Cleanup, including, if applicable, the naming of Buyer as a volunteer or as the designated representative of Seller for Cleanup. These provisions will survive the Closing.

(e) ***Right of Entry***. At Closing, if it is determined that any Cleanup shall take place after the Closing Date, Buyer and Seller will each execute and deliver to the other the Access Agreement attached as **Exhibit "D"** and incorporated into this Contract, pursuant to which Seller will be entitled to enter the Property from time to time for the purpose of conducting Cleanup and related activities.

Section 5.08. Management Approval. This transaction is subject to the approval of Buyer's (or its corporate parent's) senior management and/or Board of Directors ("**Management Approval**"). Buyer shall use reasonable efforts to obtain Management Approval prior to the expiration of the Investigation Period and shall promptly notify Seller of the approval or disapproval of the transaction.

Section 5.09. [Intentionally Omitted].

Section 5.10. Failure of Condition. If Buyer properly provides written notice of its election to cancel this Contract and the Escrow, the cancellation will be immediate, neither Seller nor Buyer will have any further obligation or responsibility to the other to perform under this Contract, and Escrow Agent will return promptly to Buyer all Earnest Money without the need for further documentation from either party. Buyer's failure to timely deliver a written notice of cancellation for a failure of any of the contingencies described above will be deemed a waiver of Buyer's right to cancel this Contract for a failure of that condition.

ARTICLE VI
CLOSING

Section 6.01. Non-Foreign Affidavit. At the Closing, Seller agrees to furnish to Buyer either a sworn affidavit stating, under penalty of perjury, that Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended ("**Code**") or other appropriate evidence that Buyer is not required to withhold taxes under Section 1445(a) of the Code. If Seller does not furnish the sworn affidavit or other appropriate evidence deemed satisfactory by Buyer and Escrow Agent, Buyer may withhold or direct Escrow Agent to withhold from Seller's sale proceeds an amount equal to the amount required to be withheld pursuant to Section 1445 of the Code. Any withheld funds will be deposited by Escrow Agent with the Internal Revenue Service as required by Section 1445(a) and any applicable regulations. The amount withheld, if any, will nevertheless be deemed to be part of the Purchase Price paid to Seller.

Section 6.02. [Intentionally Omitted].

Section 6.03. Closing Deliveries. Seller, on the Closing Date, will deposit with Escrow Agent (for recordation, if applicable, and delivery to Buyer): a special warranty deed, in the form attached as **Exhibit "E"**, subject to those title and/or survey matters approved by Buyer ("**Deed**"), a bill of sale for any personal property, an assignment of any transferable permits, licenses, warranties, and entitlements (if

Buyer elects to do so in a separate document), the REA, the CCRs, such other documents and instruments as may be required by applicable law, and all resolutions and authorizations required by Escrow Agent to insure Seller's authority and ability to sell the Property. Buyer, on the Closing Date, will deliver to Escrow Agent (for disbursement to Seller) the Closing Cash, plus all additional sums necessary to pay Buyer's portion of the closing costs and prorations, the REA, the CCRs and all resolutions and authorizations required by Escrow Agent to insure Buyer's authority and ability to acquire the Property.

Section 6.04. Possession. Seller must deliver exclusive physical possession of the Property to Buyer at Close of Escrow, subject only to those rights under any approved title matter.

Section 6.05. Accuracy of Warranties. Buyer's obligation to purchase the Property is conditioned upon the truth and accuracy, in all respects, of Seller's warranties and representations made under this Contract. Seller will indemnify, defend, and as of the Closing Date hold harmless Buyer for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any materially inaccurate or untrue warranties and representations made by Seller. Buyer will indemnify, defend, and hold harmless Seller for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any materially inaccurate or untrue warranties and representations made by Buyer. The indemnification obligations above will survive the Closing and the execution, delivery and recordation of the Deed for a period of eighteen (18) months.

Section 6.06. Title Policy. Buyer's obligation to purchase the Property is conditioned upon Escrow Agent's issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Extended Owner's Policy of Title Insurance ("**Title Policy**") in an insured amount at least equal to the Purchase Price effective no earlier than the actual Closing Date and insuring Buyer's fee simple title to the Property, subject only to those matters approved by Buyer under this Contract.

ARTICLE VII
CLOSING PRORATIONS AND COSTS

Section 7.01. Real Estate Taxes and Assessments. All non-delinquent real estate or ad valorem taxes on the Property will be prorated as of the Closing Date, based upon the most current information available. All delinquent real estate or ad valorem taxes will be paid in full by Seller on the Closing Date together with all penalties and redemption charges. No further adjustment in any tax figures will occur following the Closing. Seller will be entitled to receive any refunds or over-payments for taxes for tax years prior to the year in which the Closing occurs. All improvement liens, special taxing districts, or other special municipal or county assessments that affect the Property and that exist as of the Closing Date will be paid in full by Seller as of the Close of Escrow.

Section 7.02. Title Insurance. Seller will pay the cost of issuance of a standard owner's policy of title insurance in the full amount of the Purchase Price and Buyer will pay any additional title policy premium necessary to issue the Title Policy or any endorsements or to increase the Policy amount.

Section 7.03. Closing Costs. All costs and expenses of closing, including recording and escrow fees and charges, are to be allocated between Seller and Buyer in the manner contemplated by this Contract or, if not dealt with under this Contract, in equal shares. Seller agrees that all closing costs and any other sums required to be paid by Seller will be paid in full at Closing and may be deducted from the proceeds otherwise payable to Seller at Closing. Each party agrees to pay its own attorney fees. All prorations that are required to be made under this Contract will be made as of the 12:01 a.m. on the date of Closing on the basis of a 365 day year.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01. Notices. Except as otherwise required by law, any notice required or permitted under this Contract must be in writing and must be given either: (i) by personal delivery; (ii) by United States certified mail, return-receipt requested, postage prepaid, and properly addressed; (iii) by any private overnight, "same day", or "next-day" delivery service, delivery charges prepaid with proof of receipt; or (iv) by email or facsimile. Notice sent in any of the manners set forth above must be addressed or sent to Seller, Buyer, and/or Escrow Agent at the addresses set forth on the first page of this Contract. Any party may change its address for the purposes of delivery and receipt of notices by advising all other parties in writing of the change. Notice delivered in one of the foregoing manners will be deemed to be received: (I) on the date of delivery, if personally delivered; (II) on the date that is two days after deposit in the United States mail, if given by certified mail; (III) on the day deposited with an express delivery service, if given by overnight, "same day", or "next-day" delivery service, or (IV) the date of transmittal, if given by electronic mail or facsimile machine or telecopy. No notice will be deemed effective unless sent in one of the manners described above.

Section 8.02. Broker's Commission. Except for the Transaction Brokers, each party represents and warrants to the other that it has not engaged or dealt with any other broker or any other person who would be entitled to any brokerage commission concerning this purchase of the Property. Each party agrees to indemnify and hold the other entirely free and harmless for, from, and against any loss, damage, liability, or expense (including, without limitation, attorney fees) arising from any claim by any broker or any other person for brokerage commissions because of any act or omission of such party or its representatives. Each party further agrees to defend the other at its sole cost and expense from any claims. As used in this Contract, the term "**broker**" will refer to any real estate broker, salesperson, agent, listing agent, finder, or any other person entitled to a commission, and the term "**commission**" will refer to any brokerage, advisory, or finder's fees or commissions. If, but only if, the Escrow closes, Seller will pay a commission to the Transaction Brokers. The brokerage indemnity ("**Brokerage Indemnity**") referred to in this Section 8.02 will survive the cancellation or termination of this Contract and the related Escrow (and will be enforceable against the indemnifying party notwithstanding anything in this Section 8.02 to the contrary) and the Close of Escrow. If the sale contemplated by this Contract is not consummated for any reason whatsoever, no commission or any portion of the Earnest Money will be payable to the Transaction Brokers. Joinder of the Transaction Brokers will not be required to modify or cancel this Contract. The Transaction Brokers will not be deemed a third party beneficiary of this Contract. Seller acknowledges that Buyer has disclosed to Seller that certain members, principals, or employees of Buyer may be licensed real estate brokers or agents in the state in which the Property is located.

Section 8.03. Buyer's Right to Nominate and Assign. Buyer, by written notice to Seller and Escrow Agent, may assign its interest in this Contract, this Escrow, and the Property to a nominee or assignee directly or indirectly controlling, controlled by, or under common control with Buyer, where control shall mean ownership of more than fifty percent (50%) of the voting power and economic interests in such entity. Upon any assignment, the nominee or assignee will be deemed the "**Buyer**" for all purposes

Section 8.04. Risk of Loss. All risk of loss, damage, or taking of the Property that may occur prior to Close of Escrow will be borne by Seller. If any loss, damage, or taking occurs prior to Close of Escrow, Buyer, at Buyer's sole option and by written notice to Seller and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. Upon Buyer's cancellation of this Contract under the preceding sentence, the cancellation will be immediate and neither Seller nor Buyer will have any further obligation or responsibility to the other to perform under the Contract, except as otherwise provided in this Contract, and Escrow Agent will return promptly to Buyer all Earnest Money. If Buyer waives the right to cancel this Contract because of any loss or damage to the Property and elects to close the Escrow, Seller, at

Close of Escrow and as a condition precedent to closing, must either: (i) pay Buyer (or direct Escrow Agent to credit Buyer against the Purchase Price for) the amount of any insurance or condemnation proceeds actually received or to be received by Seller plus the amount of Seller's deductible under any insurance policy; or (ii) if no insurance or condemnation proceeds have been received by Seller, assign to Buyer by proper written instrument all rights or claims to the insurance or condemnation proceeds and pay Buyer (or direct Escrow Agent to credit Buyer against the Purchase Price for) the amount of Seller's deductible under any insurance policy.

Section 8.05. Seller's Default. Seller shall be deemed to be in default under this Contract if Seller: (i) breaches its representations or warranties under this Contract as set forth in Section 3.03 hereof; (ii) fails to perform any of its obligations or covenants under this Contract for any reason other than Buyer's prior default or the permitted termination of this Contract by Seller or Buyer as herein expressly provided, or (iii) fails or refuses to comply in a timely manner with any of its obligations under this Contract or at the Closing (each referred to as an "***Event of Default***"). If there is an Event of Default by Seller hereunder, if Seller fails to cure such Event of Default within five (5) business days after receipt of written notice from Buyer specifying the default, then Buyer may, at Buyer's sole election: (a) terminate this Contract by giving Seller timely written notice of such election prior to or at the Closing, and thereupon this Contract shall terminate, and Buyer shall be entitled to the immediate return of the Earnest Money, and all parties hereto or mentioned herein shall be relieved and released of all further obligations, claims and liabilities hereunder; (b) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; (c) enforce specific performance of Seller's obligations under this Contract; or (d) pursue any and all remedies available to Buyer at law or in equity, subject to Section 8.07 herein. No limitation herein on any remedies that Buyer may elect as the result of a failure by Seller to consummate the sale of the Property to Buyer pursuant to this Contract shall be applicable in any manner with respect to any cause of action that Buyer may have against Seller for a breach of any of Seller's representations or warranties in this Agreement or any covenant of Seller in this Contract other than the covenant to convey the Property to Buyer at Closing. The foregoing provisions shall not modify Buyer's right to recover its fees and costs in enforcing this Contract as provided in Section 8.09.

Section 8.06. Buyer's Default. If Buyer breaches this Contract or fails to perform any of its covenants or obligations under this Contract or otherwise is in default under this Contract, and if Buyer fails to cure the breach or failure within five (5) days after receipt of written notice from Seller specifying the default, Seller, as its exclusive and sole right and remedy, will be entitled to cancel this Contract and related Escrow by giving Buyer and Escrow Agent written notice of cancellation. If Seller cancels the Contract, Escrow Agent will immediately pay to Seller the Earnest Money as full liquidated damages of Seller. The parties acknowledge that it is impossible to more precisely estimate the specific damage that would be suffered by Seller in the case of a default or breach by Buyer under this Contract, and the parties expressly acknowledge and intend that the forfeiture of the Earnest Money is an agreed and negotiated provision for liquidated damages and not a penalty. Upon receipt by Seller of the forfeited Earnest Money as provided above, neither party will have any further obligation or responsibility to the other hereunder, except as otherwise specifically established in this Contract. The foregoing provisions shall not modify Seller's right to recover its fees and costs in enforcing this Contract as provided in Section 8.09.

Section 8.07. Waiver of Consequential Damages. Each party hereby waives the right to seek and to recover any incidental, consequential, exemplary, extraordinary or punitive damages as a result of the breach by the other party of any of the provisions hereof.

Section 8.08. [Intentionally Omitted].

Section 8.09. Attorney Fees. If there is any litigation or arbitration between Seller and Buyer to enforce or interpret any provisions or rights of this Contract, the unsuccessful party in the litigation or arbitration, as determined by the court or arbitrator, agrees to pay the successful party, as determined by the court or arbitrator, all costs, legal fees, and expenses (through trial and appeal), including, but not limited to, attorney fees incurred by the successful party in a reasonable amount.

Section 8.10. Waiver of Conditions. Except as otherwise provided in this Contract regarding any deemed waivers for a failure to promptly act or elect, Buyer's contingencies or conditions precedent may be waived only by Buyer, and any waiver by Buyer may be done only in a writing signed by Buyer.

Section 8.11. Governing Law. This Contract will be governed by and construed and enforced in accordance with the laws of the State of Colorado. Any action brought to interpret, enforce, or construe any provision of this Contract must be maintained in the Superior Court for the county in which the Property is located in the State of Colorado or in the substantive federal laws of the United States. All parties irrevocably consent to this jurisdiction and venue and agree not to transfer or remove any action commenced in accordance with this Contract.

Section 8.12. Construction. The terms and provisions of this Contract represent the results of negotiations between Seller and Buyer, neither of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Contract should be interpreted and construed in accordance with their usual and customary meanings, and Seller and Buyer each waive the application of any rule of law that states that ambiguous or conflicting terms or provisions are to be interpreted or construed against the party whose attorney prepared the Contract or any earlier draft of the Contract.

Section 8.13. Interpretation. The terms of this Contract supersede all prior and contemporaneous oral or written agreements and understandings of Buyer and Seller, all of which will be deemed to be merged into this Contract. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Contract and the terms and provisions of any document, instrument, letter, or other agreement executed in connection with or in furtherance of this Contract, the term, provision, document, instrument, letter, or other agreement will be consistently interpreted in a manner as to give effect to the general purposes and intention as expressed in this Contract.

Section 8.14. Counterparts. This Contract and any amendments may be executed in any number of original or facsimile counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Contract may be detached from any executed counterpart of the Contract without impairing the legal effect of any signatures and may be attached to another counterpart of the Contract that is identical in form to the document signed (but that has attached to it one or more additional signature pages). Electronic and digital signatures shall be valid as original signatures.

Section 8.15. Severability. If any one or more of the provisions of this Contract or the applicability in any provision to a specific situation is held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of the provisions will not be affected by any such invalidity or unenforceability.

Section 8.16. Miscellaneous Definitions and Standards. The term "**sole discretion**" means that the act or decision of the party may be made in the party's independent and individual choice of judgment, without regard to any objective or other standard of consideration. Except for those acts or decisions that may be made in a party's "sole discretion", all acts or decisions of any party to this Contract must be

exercised with reasonable discretion. The term "**will**" denotes a mandatory obligation, and the term "**may**" is a permissive word denoting an option. All references in this Contract to the "**Escrow Agent**" will be deemed to include the applicable title insurance underwriter for the Title Policy.

Section 8.17. Time is of the Essence. Time is of the essence in the performance of all obligations under this Contract. In calculating any time period under the Contract which commences upon the receipt of any notice, request, demand, or document, or upon the happening of any event, the date upon which the notice, request, demand, or document is received or the date the event occurs (or is deemed to have occurred) is not included within the applicable time period, but the applicable time period will commence on the day immediately following. If the time for performance of any obligation or for taking any action under the Contract expires on a Saturday, Sunday, or Standard Federal Reserve Bank Holiday, the time for performance or for taking action will be extended to the next succeeding day which is not a Saturday, Sunday, or Standard Federal Reserve Bank Holiday and during which Escrow Agent is open for business.

Section 8.18. IRS Real Estate Sales Property. Escrow Agent is designated as the "**Reporting Person**" within the meaning of Treasury Regulation Section 1.6045-4(e)(5) with respect to the closing of the transactions contemplated by the Contract. Escrow Agent acknowledges that it is an eligible person for reporting this transaction under Treasury Regulation Section 1.6045-4(e)(5)(ii) and agrees: (i) to comply on a timely basis with all reporting and filing requirements of Internal Revenue Code Section 6045(e); and (ii) to utilize the information in this Contract, as amended, for the purposes of supplying any required information to the Internal Revenue Service, for example, the identity of the transferee and transferor, and the description of the Land. Buyer and Seller agree to cooperate with Escrow Agent's requests related to any required reporting or filing under Internal Revenue Code Section 6045(e), and Escrow Agent is authorized to disclose any information contained in the Contract to the Internal Revenue Service for the purposes of complying with Escrow Agent's obligations under this paragraph. Escrow Agent agrees to be liable for all penalties and liabilities imposed by the Internal Revenue Service as a result of Escrow Agent's failure to comply with its obligations under this paragraph.

Section 8.19. Tax-Deferred Exchange. Seller and Buyer agree to cooperate in a commercially reasonable manner with each other and any designated exchange intermediary or exchange accommodation titleholder by executing such documents or taking such action as such party requests in order to effectuate a tax deferred exchange of the Property under Section 1031 of the Internal Revenue Code. This obligation to cooperate does not include requiring the other party to take title to any other property to complete the exchange, to issue any legal opinions, to increase the potential liability of the non-exchange party, or to expend legal fees to review exchange documents.

Section 8.20. Modifications. This Agreement cannot be changed orally, and no amendment shall be effective to waive, change, modify or discharge this Agreement unless such amendment is in writing and is signed by both parties hereto.

Section 8.21. No Third Party Beneficiary. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

Section 8.22. Captions. The section headings appearing in this Contract are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

Section 8.23. No Recordation. Neither this Contract nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record and any breach of this covenant shall, unless the party not placing the same of record is otherwise in default hereunder, entitle the party not placing same of record to pursue its rights and remedies under **Article VIII**.

Section 8.24. Confidentiality. Seller and Buyer agree to keep the terms of this Contract confidential and not make any public announcements or disclosures with respect to the subject matter hereof without the prior written consent of the other party; provided, however, Buyer shall be permitted to make any disclosure required by law and to its employees, attorneys, accountants or its agents, to the extent reasonably necessary for such employees, attorneys, accountants, or agents to properly analyze and evaluate the proposed transaction and for such employees, attorneys, accountants and agents to advise Buyer.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

SELLER:

OAK MEADOWS COMMERCIAL, LLC
a Colorado limited liability company

By: [redacted]
Name: Gary A. Berger
Title: Manager

BUYER:

CIRCLE K STORES INC.,
a Texas corporation

Approved as to Form MLE

By: [redacted]
Name: Kim Andrews
Title: Director of Finance

ESCROW AGENT'S ACCEPTANCE

Escrow Agent hereby: (i) acknowledges receipt of the Contract executed by Buyer and Seller, (ii) agrees to be bound by the provisions and perform the obligations hereof applicable to Escrow Agent, (iii) deliver to Buyer and Seller simultaneous to the Effective Date the insured closing protection letter of Chicago Title Insurance Company, and (iv) declares that the Effective Date is October 21, 2019 (the "**Effective Date**").

Chicago Title Insurance Company

By: [redacted]
Name: Nancy Shirar - VP
Title:

Further, Escrow Agent agrees to comply with the Patriot Act with respect to transactions involving prohibited persons.

"Escrow Agent"

Chicago Title Insurance Company

By: [redacted]
Name: Nancy Shirar - VP
Title:

EXHIBIT "A"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(legal description and/or general depiction of the Land)

FIR OMV L5 OAK MEADOWS VILLAGE MINOR

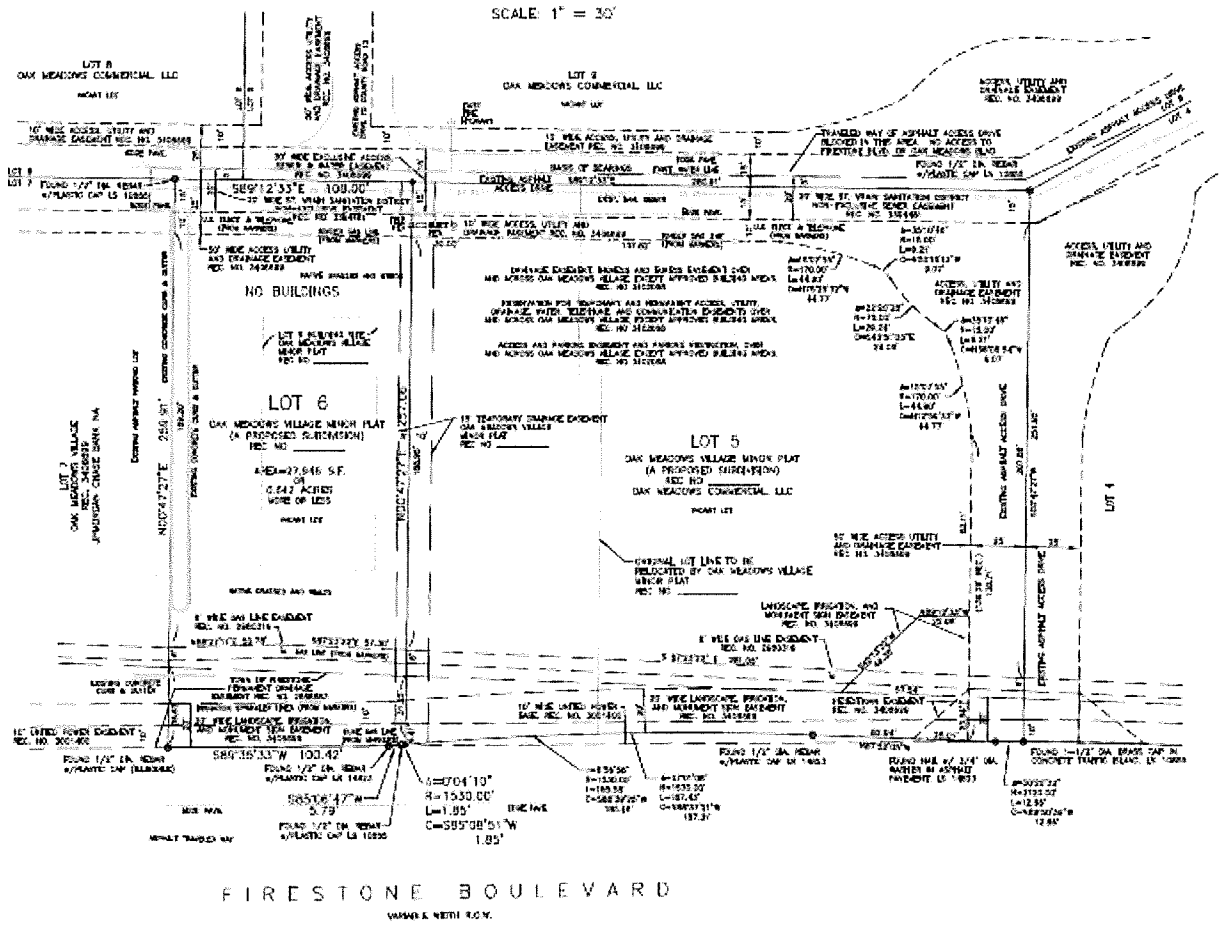


EXHIBIT "B"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(Additional Escrow Instructions)

Buyer and Seller instruct Escrow Agent to allocate all closing prorations and to pay all closing costs as follows:

ITEM	SELLER	BUYER
PRORATIONS		
• Real estate taxes: Prior to COE On and after COE	X	 X
• Improvement lien assessments: Existing and pending (including future installments)	X	
• State and Local Taxes: Transaction privilege, sales, use, and personal property through COE	X	
• SRP/Irrigation district assessments: Prior to COE On and after COE	X	 X
CLOSING COSTS		
• Escrow charges	½	½
• Recordation cost of Deed and Affidavit	X	
• Recordation cost of Releases/Reconveyance	X	
• Recordation cost of New Encumbrances		X
• Owner title policy (Form: Extended)	Std.	Ext.
• Lender title policy (Form: Extended)		X

"**Contract**" means the Purchase Agreement and Escrow Instructions to which these Additional Escrow Instructions are attached. "**COE**" means the Close of Escrow, as defined in the Contract. "**NA**" means not applicable. All taxes and assessments must be prorated based on the latest available information and a 365-day year. Unless otherwise indicated above or in the Contract, the COE will be used as the proration date for all prorations.

Buyer, Seller, and Escrow Agent further agree that:

1. Buyer and Seller: (i) will deposit with Escrow Agent the necessary documents to complete the sale as established by the terms of the Contract; (ii) authorize Escrow Agent to deliver or record all documents at the time designated by the Contract; and (iii) authorize Escrow Agent to pay,

from funds held by it under the Contract, all charges and obligations necessary to consummate this transaction.

2. Buyer and Seller will indemnify and hold harmless Escrow Agent from all costs, damages, attorney fees, expenses, and liabilities that Escrow Agent may incur or sustain in connection with the Contract, including any interpleader action brought by Escrow Agent, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

3. When the Contract has been complied with by all parties, Escrow Agent will deliver, by recording in the appropriate public office, all necessary documents, disburse all funds, and issue the title insurance policies described in the Contract.

4. If any conflicting demands are made upon Escrow Agent concerning the Contract, Buyer and Seller agree that Escrow Agent may hold any money and documents deposited under this Contract until Escrow Agent receives mutual instructions from Buyer and Seller or until a civil action has been finally concluded in a court of competent jurisdiction determining the rights of Buyer and Seller. In the alternative and at its discretion, Escrow Agent may commence a civil action to interplead any conflicting demands in a court of competent jurisdiction. Escrow Agent's deposit with the court of all documents and funds concerning this Escrow will relieve Escrow Agent of all further liability and responsibility under the Contract, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

5. Buyer and Seller instruct Escrow Agent to execute, on behalf of the Seller and Buyer, the affidavit of value, using the total consideration for the established value, unless instructed by Seller and Buyer to the contrary.

6. All title insurance policies will be issued by an underwriter approved by Buyer and Seller.

7. All disbursement of funds by Escrow Agent will be made by wire transfer of funds or Escrow Agent's check, as directed by Buyer or Seller as applicable.

EXHIBIT "C"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(Buyer's Site Plan)

To be attached by Buyer when available

EXHIBIT "D"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(Access Agreement)

Site #_____

ACCESS AGREEMENT
Access for Former Owner

This Access Agreement ("**Agreement**") is made as of the dates below by and between Circle K Stores Inc., located at _____ ("**Grantor**") and Oak Meadows Commercial, LLC, located at _____, facsimile number _____ ("**Grantee**"). It shall be effective on the date of the last signature to this Agreement.

BACKGROUND

A. Grantor is the owner of real property described on the attached **Exhibit "A"** and located at _____ (the "**Property**").

B. Grantee is the former owner of the Property, having sold the Property to Grantor on or about _____, 20___, pursuant to a Purchase Agreement and Escrow Instructions (the "**Contract**").

C. Grantee has an obligation pursuant to law and the Contract to assess, monitor, and/or remediate certain contamination at the Property.

D. Grantor and Grantee wish to establish the rights and responsibilities of the parties with respect to Grantee's entry to the Property.

AGREEMENT

In consideration of the premises and the mutual promises described in this Agreement, Grantor and Grantee agree as follows:

1. **Grant of License**. Grantor grants to Grantee and its employees, representatives, and contractors a non-exclusive license ("**License**") to enter upon the Property from time to time, at no charge to Grantee, to conduct the work as established below. This License shall continue in effect until _____, 20____, as the date may be extended or shortened by agreement of the parties. If Grantee is required by the government agency with oversight authority regarding environmental matters at the Property (the "**Agency**") to maintain a well or other equipment on the Property beyond the term of this License, the License shall be extended until the requirement ceases. Upon the expiration of the License, Grantee shall, at no cost to Grantor: (a) remove all of its above-ground and below-ground equipment placed on the Property; (b) fill, level, and compact all ditches, ruts, and excavations, if any, caused by Grantee's entry on the Property; (c) remove all debris resulting any work performed on the Property; and (d) restore the Property (including paving and

landscaping) to substantially the same condition as existed prior to the date of this Agreement. Grantor expressly consents to Grantee's entry upon the Property for those purposes.

2. **Obligation to Remediate.** Grantee agrees to assess, monitor, and/or remediate all contamination it assumed in writing to address under Section 5.07 of the Contract ("**Covered Contamination**" . All work shall be performed at no cost to Grantor, in compliance with Applicable Law and in compliance with the requirements of this Agreement.

3. **Scope and Performance of Work.** Grantee's rights pursuant to the License shall include the right to test, sample, install, operate, maintain, monitor, and remove above-ground equipment or below-ground wells and/or piping at the Property, but shall not include the right to store the drums of soil and/or groundwater or other equipment not then being used for Grantee's work at the Property. Grantee agrees to coordinate its activities (including hours of entry) with Grantor to minimize any impairment of use of the Property. Grantee shall not allow any vehicles to remain on the Property except when the work is being performed and shall not block access to the Property. If any groundwater or extraction wells, trenches, related equipment, or other remediation equipment and structures are required by the Agency to be located on the Property, Grantee shall consult and cooperate with Grantor to place the facilities in a location on the Property that does not unreasonably interfere with the use of the Property, while at the same time satisfying the requirements of the Agency. To the extent wells are located in paved areas, the tops of the wells shall be flush with the paving and shall have traffic resistant well covers.

4. **Permits.** Grantee, at no cost or expense to Grantor, shall be responsible for obtaining any and all governmental permits and approvals that may be necessary for it to conduct any work or activities under this Agreement. Grantor shall coordinate and cooperate with Grantee in Grantee's activities to obtain all necessary government permits and permissions.

5. **Liens and Claims.** Grantee will not permit any mechanics' materialmen's, or similar liens or claims to stand against the Property for labor or material furnished in connection with any work performed by Grantee under this Agreement. Upon reasonable and timely notice of any lien or claim delivered to Grantee by Grantor, Grantee may bond and contest the validity and the amount of the lien, but Grantee will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.

6. **Discovered Contamination.** If either Grantor or Grantee becomes aware of a new release at the Property or of conditions at the Property inconsistent with the previously known levels of Covered Contamination at the Property ("**Discovered Contamination**"), the discovering party shall promptly notify the other party. Grantee shall have no legal or financial obligation or liability for any Discovered Contamination.

7. **Control of Cleanup.** In addition to any other rights of Grantor established in the Contract, Grantor may from time to time attempt to agree upon the remaining cost of remediation at the Property and the transfer of control for the remediation of Covered Contamination and/or Commingled Contamination from Grantee to Grantor. If the parties agree upon the cost and transfer, Grantee shall pay to Grantor an amount equal to the remaining remediation cost and Grantor shall afterward assume control of Grantee's remaining work at the Property. The parties shall cooperate in good faith to ensure and maximize any available reimbursement for the costs of the work, including, if applicable, the naming of Grantor as a volunteer or as the designated representative of Grantee for the work.

8. **Reimbursement**. Each party shall be entitled to any reimbursement, payment, or refund available from the Agency (collectively "**Reimbursement**") for its work at the Property, and each party shall reasonably cooperate with the other in collecting Reimbursement.

9. **Reports**. For as long as this Agreement is in force and effect, Grantee, promptly after receipt or delivery, shall deliver to Grantor copies of all correspondence to and from the Agency, and copies of all reports concerning Covered Contamination (or if applicable, Commingled Contamination) at the Property. These reports and correspondence shall be sent to Grantor's address above, to the attention of the Regional Environmental Manager (William Bunch). If a Commingled Contamination occurs at the Property, Grantor shall similarly deliver to Grantee copies of correspondence and reports relating to its contamination at the Property.

10. **Indemnity; Insurance**. Grantee agrees that it will indemnify, defend, and hold harmless Grantor for, from, and against: (a) any loss, claim, liability, cost, expense, or damage (including attorney fees and other costs and expenses) caused in whole or in part: (i) by the negligence, intentional acts, or omissions, or unreasonable interference with Grantor's operations at the Property of Grantee or its authorized contractors, employees, and agents in conducting the activities under this Agreement; or (ii) by Grantee's failure to reasonably complete the work it agreed to assume in writing under Section 5.07 of the Contract; and (b) any third party claims relating to the presence of Covered Contamination on, at, under, or migrating from the Property. Grantee (or its contractor) shall obtain and maintain workers' compensation, commercial general liability insurance and automobile liability insurance (including owned and non-owned auto coverage) in commercially reasonable amounts (these amounts shall not reduce Grantee's indemnity obligations under this Agreement) and shall show Grantor as an additional insured on the liability policies. This indemnity is expressly conditioned on the following:

If Grantor identifies any matter to which this indemnity may apply or receive a notice or claim from any third party of the matter, it shall promptly notify Grantee in writing of the matter. Failure to give notice of any matter shall not relieve Grantee of the obligation to provide indemnification, except to the extent that Grantee is prejudiced by the failure;

Grantor shall cooperate with Grantee by allowing Grantee and its agents, representatives, contractors, and consultants prompt and ready access to the Property for the purpose of investigating any matter to which this indemnity may apply. Grantor shall provide Grantee with copies of all investigative reports, data, or other information in any form that Grantor or its consultants, agents, or attorneys may have pertaining to any matter; and

This indemnity extends only to liability found to have been due to Grantee's comparative fault and shall not extend to any liability for New Contamination or for any claim determined to be due to the acts or omissions of Grantor, its agents, or employees.

14. **Notices**. Any notice required or permitted to be given to Grantor or Grantee shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, sent via facsimile, or sent by overnight courier to the addresses established at the beginning of this Agreement, as these addresses may be changed by either party by providing written notice of same to the other. Any notice shall be deemed to be received: (a) if delivered personally, on the date of the delivery; (b) if mailed, on the third business day following mailing; or (c) if telecopied or sent by overnight courier, on the first business day following confirmed transmission or delivery to courier.

15. **No Rights**. This Agreement provides only a right of use and does not give Grantee any added interest, title, estate, or right, prescriptive or otherwise, in the Property beyond its present interest. Nothing contained in this Agreement nor the acts of the parties to this Agreement or by any third party

shall be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture, or of any association between Grantor and Grantee.

16. **Attorney Fees**. If either party brings an action or proceeding against the other to enforce or interpret any term or condition of an action or proceeding, the substantially prevailing party in the action or proceeding shall be entitled to receive from the non-prevailing party its reasonable attorney fees and litigation-related costs and expenses, as determined by the court.

17. **Assignment; Successors and Assigns**. This Agreement may not be assigned by Grantee without the prior written consent of Grantor, whose consent shall not be unreasonably withheld. Any assignment by Grantee without the consent shall be void. Grantor may reasonably withhold consent to any assignment by Grantee to an entity that does not have the same or better financial strength as Grantee or that cannot provide Grantor with reasonable assurance of its ability to complete the obligations of Grantee established in this Agreement and in the Contract. This Agreement shall be binding upon and inure to the benefit of the parties' respective representatives, successors, and permitted assigns.

18. **Entire Agreement; Modification; Severability**. This Agreement represents the full, complete, and entire agreement between the parties, and the rights and remedies of the parties shall be solely and exclusively those contained in this Agreement and in lieu of any remedies otherwise available at law or in equity. This Agreement may not be amended except in writing and signed by Grantor and Grantee. If any of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired.

19. **Governing Law**. This Agreement shall be construed and interpreted and governed by and in accordance with the local law of the state in which the Property is located.

20. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one Agreement.

The Parties have executed this Agreement by their duly authorized representative as of the dates below.

"Grantee"

Oak Meadows Commercial, LLC,
a Colorado limited liability company

By: [EXHIBIT ONLY]_____
Name: _____
Title: _____

"Grantor"

Circle K Stores Inc.,
a Texas corporation

By: [EXHIBIT ONLY]_____
Name: _____
Its: _____
Date: _____

EXHIBIT "E"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

(Deed)

WHEN RECORDED RETURN TO:

SPECIAL WARRANTY DEED

For valuable consideration, the receipt and sufficiency of which are acknowledged, Oak Meadows Commercial, LLC, a Colorado limited liability company ("**Grantor**"), sells and conveys to Circle K Stores Inc., a Texas corporation ("**Grantee**"), the following real property situated in Weld County, Colorado, together with all appurtenant interests, benefits, rights, and privileges (collectively, the "**Property**"):

SEE **Exhibit "A"** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

SUBJECT TO: current taxes; assessments; patent reservations; all covenants, conditions, restrictions, reservations, easements, encumbrances, liens, and declarations or other matters of record or to which reference is made in the public record (specifically excluding, however, all mortgages and deeds of trust executed by Grantor and liens arising from Grantor's actions and liens arising from Grantor's failure to pay amounts due and payable by Grantor prior to the date hereof); any and all conditions, easements, encroachments, rights-of-way, or restrictions which an accurate survey, of the Property would reveal.

AND THE GRANTOR hereby binds itself and its successors to warrant and defend the title against the acts of the Grantor and no other, subject to the matters set forth above.

Exceptions to Conveyance and Warranty: Those matters shown on **Exhibit "B"** attached hereto and incorporated herein (the "***Permitted Exceptions***").

[SIGNATURE PAGE FOLLOWS]

DATED as of _____, 20___.

"GRANTOR"

_____[EXHIBIT ONLY]_____,
a(n) _____,

By: [EXHIBIT ONLY]_____
Name:_____
Title:_____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, _____ of _____, a(n) _____, on behalf of said company.

Notary Public

My Commission expires:_____

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED

(Legal Description)

EXHIBIT "B"
TO
SPECIAL WARRANTY DEED

(Permitted Exceptions)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CIRCLE K STORES INC.

is an entity formed or registered under the law of Texas , has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871038658 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/07/2019 that have been posted, and by documents delivered to this office electronically through 01/08/2019 @ 18:52:34 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/08/2019 @ 18:52:34 in accordance with applicable law. This certificate is assigned Confirmation Number 11317022 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

COLORADO
Department of Revenue
Enforcement Division - Liquor & Tobacco

Mailing Address:
Colorado Department of Revenue,
Attention Liquor Enforcement Division
P.O. Box 17087
Golden, CO 80217-0087

Physical Address:
1697 Cole Boulevard, Suite 200
Golden, CO 80401
Office: 303-205-2300

March 2, 2020

CIRCLE K STORES, INC.
D/B/A CIRCLE K STORES
1199 S. BELTLINE ROAD, SUITE 160
COPPELL, TX 75019

Re: State Master File for Circle K Stores, Inc.
Account # 21-65089-0000

Dear Sir or Madam:

This is to advise you that the Colorado Liquor Enforcement Division has, at your request, revised the "master file" for the above-listed licensee.

As of the date of this letter, our master file includes the following items, which you have submitted:

1. Individual History Records (Form DR 8404-I) for the following persons:

 Darrell Davis
 Dennis Tewell
 Kathy Cunnington
 Kim Kwiatkowski
 Mark Tate

2. Fingerprint cards bearing the names and birth dates of the persons listed in paragraph 1, above. All the fingerprint cards have been submitted by us to the Colorado Bureau of Investigation. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for those listed above.

3. Certificate of Authority or a Certificate of Good Corporate standing from the Colorado Secretary of State which indicates that Circle K Stores, Inc. is a corporation authorized to do business in Colorado.

When filing a new application for additional licensed locations, you must check with the local licensing authority to determine what documents they may require to process your application. Please feel free to provide them with this letter, as many local authorities will not require you again to submit fingerprint cards to them if you have already submitted such documents to the Division. This letter will serve to inform the local authorities exactly which documents you have already submitted to the State Enforcement Division.

Finally, once the local authority has approved your new license or transfer of ownership application, it must be sent to the Division.

The local authority need not send change of corporate structure information previously reported to the Division, as listed in and approved by this letter.

The only documents which are needed for a new or transfer of ownership application by the Division are:

1. The approved application signed by the local authority;
2. The appropriate fees;
3. A copy of this letter;
4. Proof of possession of the premises;
5. A diagram of the licensed premises;
6. Completed form DR 8442, and an Individual History Record (DR-8404-I) if manager's registration is required.

Sincerely,

Cory A. Amend

Cory Amend
Interim Division Director

Document Processing Fee
If document is on paper: $50.00
If document is filed electronically: Currently Not Available
Fees are subject to change.
For electronic filing and to obtain copies of filed documents visit www.sos.state.co.us
Deliver paper documents to:
Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169
Paper documents must be typed or machine printed.

20051095127 H
$ 50.00
SECRETARY OF STATE
03-04-2005 11:50:33
ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority

filed pursuant to §7-90-301, et seq. and §7-90-803 of the Colorado Revised Statutes (C.R.S)

ID number (if applicable): [redacted]

1. True name:

Circle K Stores Inc.

2. Assumed entity name (if different from True name)

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, make the applicable selection)*:

☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4. Principal office street address:

1130 W. Warner Road
(Street name and number)

Tempe | AZ | 85284
(City) | *(State)* | *(Postal/Zip Code)*

(Province – if applicable) | *(Country – if not US)*

4. Principal office mailing address: (if different from above)

PO Box 52085
(Street name and number or Post Office Box information)
DC-36

Phoenix | AZ | 85072
(City) | *(State)* | *(Postal/Zip Code)*

(Province – if applicable) | *(Country – if not US)*

5. Registered agent: (if an individual):

(Last) | *(First)* | *(Middle)* | *(Suffix)*

OR (if a business organization):

Corporation Service Company

6. The person appointed as registered agent in the document has consented to being so appointed.

7. Registered agent street address: 1560 Broadway
(Street name and number)

Denver | CO | 80202
(City) | *(State)* | *(Postal/Zip Code)*

8. Registered agent mailing address: (if different from above) 1560 Broadway
(Street name and number or Post Office Box information)

Denver | CO | 80202
(City) | *(State)* | *(Postal/Zip Code)*

(Province – if applicable) | *(Country – if not US)*

9. Form of entity: Corporation

10. Jurisdiction of formation: Texas

11. Date entity commenced (or expects to commence) transacting business or conducting activities in Colorado: 09/30/1966
(mm/dd/yyyy)

12. *(Optional)* Delayed effective date:
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

13. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Kwiatkowski | Kim | K. |
(Last) | *(First)* | *(Middle)* | *(Suffix)*

1130 W. Warner Road
(Street name and number or Post Office Box information)

Tempe | AZ | 85284
(City) | *(State)* | *(Postal/Zip Code)*

(Province – if applicable) | *(Country – if not US)*

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

ALCOHOL BEVERAGE PETITION

Received:

Pursuant to Rule 8 of the Colorado Springs Liquor and Beer Licensing Board Rules of Procedure, this Petition is being circulated to determine the reasonable requirements and the needs and desires of the neighborhood regarding a modification of premises, change of location, or a new application to sell and/or serve malt, vinous, spirituous liquors, or Fermented Malt Beverage as defined by Colorado Revised Statutes, as amended for:

BUSINESS MAIL SURVEY
TIME SENSITIVE, IMMEDIATE RESPONSE REQUESTED

Due to the recent COVID-19 situation and the State of Colorado's issuance of the "Shelter in Place" ordinance, and current "Safer at Home" recommendation, we are giving this notification of a New Liquor License application in your community. This Petition has been given to you as part of a neighborhood survey being conducted to establish the reasonable requirements of the neighborhood and the desires of the adult inhabitants regarding the liquor application below.

Applicant: CIRCLE K STORES, INC.
Trade Name: **CIRCLE K STORE 2709082**
Proposed Location: 6109 E FIRESTONE BLVD, FIRESTONE, CO 80504
Application Type: NEW FERMENTED MALT BEVERAGE OFF PREMISES LICENSE

Please select only one of the following:

YES __X__ (Place an "X" next to "YES" if you feel that the needs are not being met by existing similar outlets and it is your desire that a license should be granted.)

NO _____ (Place an "X" next to "NO" if you feel that the needs are being met by existing similar outlets and it is your desire that a license should not be granted.)

NO OPINION _____ (Place an "X" next to "NO OPINION" if you have No Opinion regarding the application.)

REASON WHY YOU FAVOR OR OPPOSE THE APPLICATION _____

A **Public Hearing** on this matter will be held before the Town of Firestone Liquor Licensing Authority, 151 Grant Ave, Firestone, CO 80520 on **WEDNESDAY, AUGUST 12th, 2020.** **

Please return this survey in the prepaid, preaddressed return envelope and mail today so your desires may be considered at the scheduled hearing. If you believe that you may have been unduly influenced by the petitioner or have questions or comments concerning the proposed application or survey method, please call the City Clerk's Office at 303.531.6264.

By signing, you are indicating that you have read this Petition, you are at least 21 years of age, and you are a Business Owner/manager located in the designated area (map on reverse). Please respond no later than August 8, 2020.

Business Name: FirstBank

Business Address (must be legible): 6080 Firestone Blvd
Firestone, CO 80504

Owner: _____ **Manager:** __X__ **(Please indicate one with X)**

Signature: Laura Crandell **Print Name (must be legible):** Laura Crandell

Exact Age: 35 **Date Signed:** 8/6/20

LiquorPros

Needs & Desire Surveys/Petitions
Colorado Responsible Vendor Trainer
5515 Saddle Rock Place
Colorado Springs, CO 80918
719-390-8844
Liquorpros@msn.com

BUSINESS ADDRESS IS WITHIN THE DEFINED NEIGHBORHOOD (X) _____



Circle K Store 2709082
6109 E Firestone Blvd
Firestone, CO 80504

APPLICATION FOR AN
FERMENTED MALT BEVERAGE
OFF PREMISES LIQUOR LICENSE

LiquorPros

LiquorPros

August 5, 2020

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **Circle K Store 2709082**
6109 E. Firestone Blvd
Firestone, CO 80504

Applicant: Circle K Store, Inc.
Purpose: Application for a New Fermented Malt Beverage Off-Premise License

ISSUE: To determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Alternative methods were provided due to the recent COVID-19 situation and the State of Colorado's issuance of the "Safe at Home" ordinance Community feedback was requested in the following formats:

1. Petition signature packets.
2. Mail survey forms with return prepaid, preaddressed envelopes. **Total Distributed: 13 combined.**

Those in favor of Circle K Store 2709082 being granted a New Fermented Malt Beverage Off-Premises License indicated by checking the "YES" column of the signature sheet, those opposed checked the "NO" column and those who were neutral to the issue checked the "NO OPINION" column.
The results were as follows:

Favor "YES"		Oppose "NO"		TOTAL SIGNATURES
91%	91	9%	9	100

Percentages in this report have been rounded to the nearest whole number.

SURVEY STATISTICS

	Favor "YES"		Oppose "NO"		TOTAL
Business Survey Results	95%	19	5%	1	20
Residential Survey Results	90%	72	10%	8	80

	BUSINESS	RESIDENTIAL	TOTAL
No Response	12	270	282
Declined to Participate	1	24	25
Not Qualified to Sign	7	7	14
Disqualified	0	0	0
"No" Signatures	1	8	9
"Yes" Signatures	19	72	91
TOTAL CONTACTS & ATTEMPTS	40	381	421

SURVEY STATISTICS (continued)

Number of Businesses and Residents Contacted:	421	Attempts – 282	No Response =	139
>Business Survey Participation Rate:	20	Signatures/ 21	Qualified Contacts =	95%
>Residential Survey Participation Rate:	80	Signatures/ 104	Qualified Contacts =	77%
>Percentage of Residents Home During Survey:	111	Contacts/ 381	Attempts =	29%

REASONS FOR OPPOSITION SIGNATURES		REASONS FOR DECLINING TO PARTICIPATE	
No Reason	3	Don't Sign Any Petitions/Surveys	17
Enough/Too Many	3	Too Busy	4
AGAINST ALCOHOL	**2**	Not Interested	3
NO GAS STATION	**1**	Against Company Policy	1
Total	**9**	**Total**	**25**
		CONTACTS NOT QUALIFIED TO SIGN	
		Owner/Manager Unavailable	12
		Under 21	1
		Non-Resident	1
		Total	**14**

Reasons for opposition in **BOLD** may be considered as invalid or irrelevant to the needs and desires issue of this survey. If irrelevant or invalid reasons are discounted from the final tally, the results would be:

FAVOR "YES"		OPPOSE "NO"		TOTAL
97%	57	**3%**	2	59

PETITION METHODOLOGY

- Survey Dates and Times:

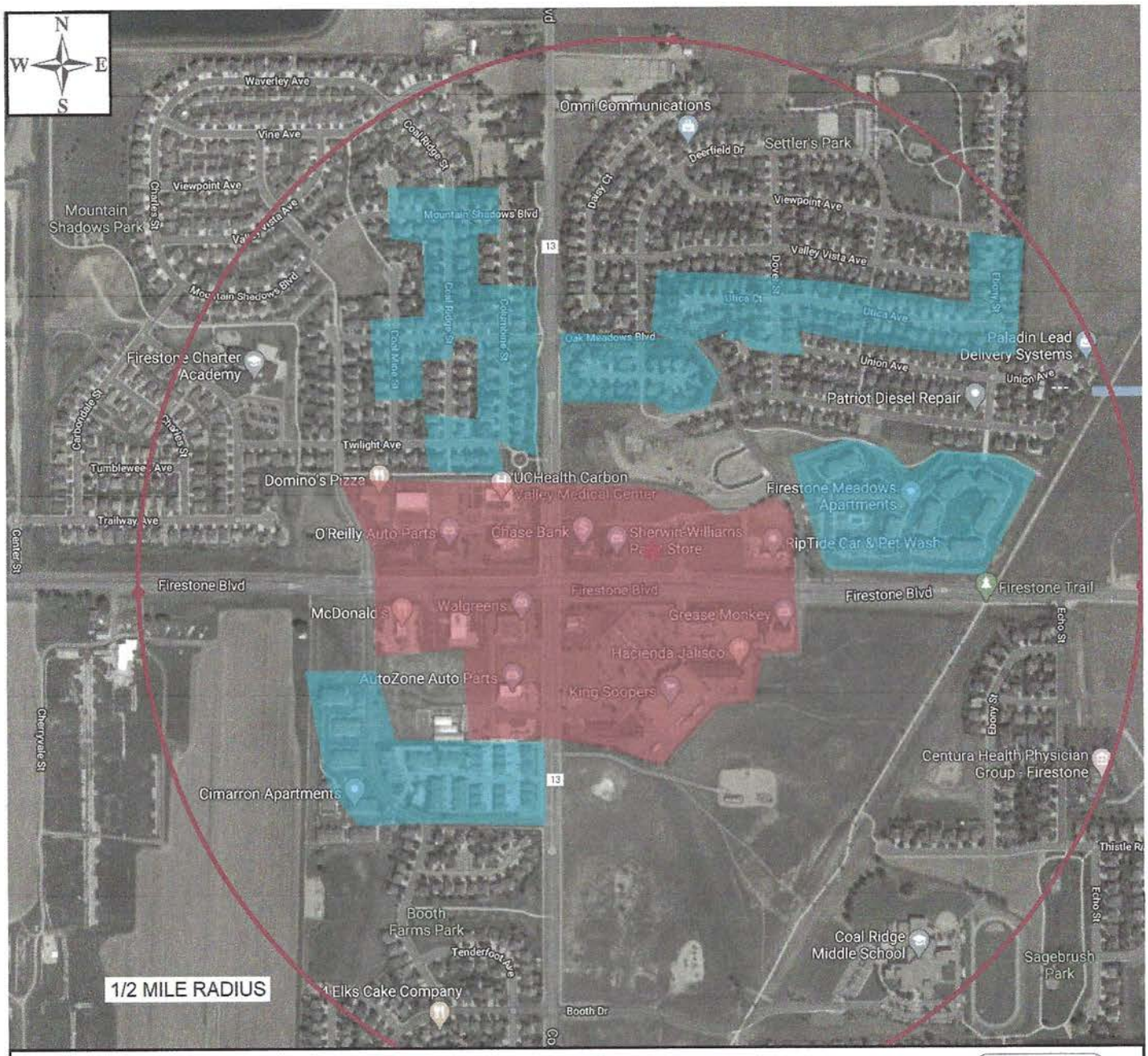
Business & Residential:	Tuesday, August 4, 2020	10:00 am – 5:00 pm
Residential:	Wednesday, August 5, 2020	10:00 am – 2:00 pm

- Survey Area:
 Samples for businesses were taken from areas close and then worked out from there. Residential areas were sampled from the site. See attached map.

- Circulators of the Survey: There were two circulators for this survey. Prior to the start of the survey, the circulators were briefed on the type of liquor license application, the areas to be surveyed and reminded to be completely unbiased in their approach to residents and businesspeople. The circulators had with them a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulators used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. After the survey, the circulators signed notarized affidavits of circulation. All packets were turned into Firestone Town Clerk's office.

Report prepared and respectfully submitted by,

Eva L. Garretson
Liquor Licensing Professionals, LLC



Circle K Store 2709082
6109 E Firestone Blvd
Firestone, CO 80504

APPLICATION FOR AN
FERMENTED MALT BEVERAGE
OFF PREMISES LIQUOR LICENSE

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

SURVEY RESULTS:

BUSINESS AREAS COVERED IN SURVEY

RESIDENTIAL AREAS COVERED IN SURVEY

SURVEY DATES:

AUGUST 4 & 5, 2020

BUSINESS PETITION TO THE
TOWN OF FIRESTONE LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the City Clerk's Office at: 303.531.6264.**

Applicant: Circle K Stores, Inc.
d/b/a: **Circle K Store 2709082**
Address: 6109 E Firestone Blvd, Firestone, CO 80504
Application for a **NEW Fermented Malt Beverage Off-Premises License**

A **Public Hearing** on this matter will be held before the Firestone Liquor Licensing Authority, on **Wednesday, August 12th, 2020** in the **Town of Firestone, 151 Grant Avenue, Firestone, CO**
****Hybrid Hearing-Zoom or Live contact 303.531.6264 for information.**

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES".**

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO".**

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name / Signature	Business Name / Business Address	Age	Favor YES X	Oppose NO X	Reason — Circle Owner or Manager	
8/4/2020	Fredrick Dugan	Autozone 3435	31	X			1
		10925 co Blvd Firestone CO 80504				Owner Manager	
8/4/20	Brittney Dyer	Walgreens 9315	30	X			2
		5962 Firestone blvd				Owner Manager	
8/4/20		5910 Firestone BLVD	32	X			3
	Drew Zinn	Les Schwab tires				Owner Manager	
8/4/20	Ursula Marry	11052 Cimarron St Firestone	55	X			4
	Ursula Marry	United Firestone				Owner Manager	
8/4/20	Jenni Riggs	Mac-n-Charlies Pet Stop	36	X			5
		11050 cimarron st unit C				Owner Manager	

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name / Signature	Business Name / Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager	
8/4/20	Jesse Bobier Julie Bobier	State Farm Insurance 11052 Cimmaron Blvd B	36	X		Owner Manager	1
8/4/20	Aida Valdez	Yummy Ice Rolls 11078 Cimarron St. Unit D	29	X		Owner Manager	2
8/4/20	April Fredericks	O'Reilly Auto Parts 5919 Firestone Blvd	38	X		Owner Manager	3
8/4/20	Russell MacDonald	Sherwin-Williams 6075 E Firestone	37	X		Owner Manager	4
8/04/20	ANDREW SALAS	GREASE MONKEY 6140 FIRESTONE BLVD.	+21	X		Owner Manager	5
8/4/20	Alex Choice	6120 FIRESTONE 6120 Firestone Blvd #401	65	O		Owner Manager	6
8/4/20	Leslie Nall	Vision Source #403 6130 Firestone Blvd	56	X		Owner Manager	7
8/4/20	Alexander Benyousef	Verizon Go Wireless 6120 firestone blvd, firestone co, 80525	25	X		Owner Manager	8
8/4/20	Crystal Herrera	6160 firestone Blvd. Unit 109 COST CUTTERS	33	X		Owner Manager	9
8/4/20	Kim Tran	NAIL CARE FIRST #108 6160 Firestone Blvd	+21		X	Owner Manager	10
8.4.20	Kristina Olson	6160 Firestone Blvd Subway #103	34	☆		Owner assistant Manager	11
8-4 20	Gina Lussier	6110 Firestone #105 King Soopers	29	✓		Owner Manager	12
8.4 20	Josh Nelson	6050 Firestone Blvd #105 Biggs Lagoon	32	✓		Owner Manager	13

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Today's Date w/Year	Printed Name / Signature	Business Name / Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager	
8/4/20	Mandi Galicia	Pauly 6050 Firestone Blvd #203	31	X		Owner Manager	1
8/4/20	Chris Hurley	6050 Firestone Blvd #204 Papa Murphy's	30	X		Owner Manager	2
						Owner Manager	3
						Owner Manager	4
						Owner Manager	5
						Owner Manager	6
						Owner Manager	7
						Owner Manager	8
						Owner Manager	9
						Owner Manager	10
						Owner Manager	11
						Owner Manager	12
						Owner Manager	13

~ AFFIDAVIT OF CIRCULATION ~

I, Eva L Garretson, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Signature of Circulator

State of Colorado)
) ss.
County of El Paso)

Subscribed and sworn to before me this 5th day of August, 2020.

ELISE M. CIMINO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184021878
MY COMMISSION EXPIRES MAY 23, 2022

Elise Cimino
Notary Public

My Commission expires: May 23, 2022



Circle K Store 2709082

6109 E Firestone Blvd
Firestone, CO 80504

APPLICATION FOR AN
FERMENTED MALT BEVERAGE
OFF PREMISES LIQUOR LICENSE

LiquorPros
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RESIDENTIAL PETITION TO THE TOWN OF FIRESTONE LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the City Clerk's Office at: 303.531.6264.**

Applicant: Circle K Stores, Inc.
d/b/a: **Circle K Store 2709082**
Address: 6109 E Firestone Blvd, Firestone, CO 80504
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A **Public Hearing** on this matter will be held before the Firestone Liquor Licensing Authority, on **Wednesday, August 12th, 2020** in the **Town of Firestone, 151 Grant Avenue, Firestone, CO**
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PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES".**

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO".**

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason	
8/4/20	Janet Gray Janet C Gray	10818 Cimarron St #10/1004	79	X			1
8-4-20	Barb Ruhl Barbara Ruhl	10818 Cimarron #10/1002	71	X			2
8-4-20	Linda G Moore Linda G. Moore	10818 Cimarron #10/1003	66	X			3
8-4-20	C.A. Moore CRAIG MOORE	10818 Cimarron #10/1003	64		X	opposed to alcohol.	4
8/4/20	JOYCE ECKER HEROD Joyce Ecker Herod	10818 CIMARRON UNIT 201	72	X			5

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason	
08/04/20	DONALD M. HEROD Donald M. Herod	10818 CIMARRON ST UNIT 201	78	X			1
8/9/20	Barbara Snavely Barbara Snavely	10818 Cimarron St Unit 202	67	X			2
8/4/20	Shirley Geiss Shirley Geiss	10818 CIMARRON ST Unit 301	65	X			3
8/4/20	Colleen Bartley (Burney) Colleen Bartley	10818 Cimmarron Unit 304	84	X			4
8/4/20	Rachel Swesey Rachel Swesey	10818 Cimarron St Unit 405	27	X			5
8/4/20	Derrick Swesey Derrick Swesey	10818 Cimarron St Unit 405	33	X			6
08/04/20	Richard Erdelyi Richard Erdelyi	10818 Cimarron St Unit 404	45		X	against alcohol	7
8/4/2020	Lacey Newby Lacey Newby	10818 Cimarron St. Unit 403	43	X			8
8/4/20	[illegible] [illegible]	10818 Cimarron St #401	~~28~~	X			9
8/4/20	Shelley Sharp Shelley Sharp (Sharp)	10818 Cimarron St #701	48	X			1
8/4/20	Amanda Medina Amanda Medina	10818 Cimarron #706	37	X			1
8/4 2020	Sisfus Steinwesser Sisfus Steinwesser	10818 Cimarron #707	40	X			1
8/4 2020	Julie Irwin (Irwin) Julie Irwin	10818 Cimarron #805	44	X			1

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Street Address	Age	In Favor of License	Opposed to License	Reason	
8.4.20	Amy Federico	6245 Oak Meadow A-101	34	X			1
8/4/20	Ed Portillo	6945 Oak Meadows #108 A	60	X			2
8/4/20	Allisan Rodenbaugh	6245 Oak Meadows 105A	23	X			3
8/4/20	Matthew Ford (post)	6245 Oak Meadows B105	37	X			4
8/4/20	Michele Autrey	B-107 6245 Oak Meadows Blvd	71	X			5
8/4/20	Warren Mays	B-108 6245 OAK MEADOWS	53	X			6
8/4/20	Sherie Meryhew	6245 oak meadows B101	32	X			7
8/4/20	Kelly Cloe (geldert)	6245 Oak Meadows #B202	55	X			8
8/4/20	Michael Sisneros	6245 Oak Meadows B204	48	X			9
8/4/20	Leo Hammol	C107 6245 oak meadows	23	X			10
8/4/20	Laura Roth	6245 Oak Meadows Blvd C-106	61	X			11
08/04/20	Sylvia Deherrera	6245 Oak Meadows Blvd C-108	35	X			12
08/04/20	Tony Soto	6245 Oak Meadows Blvd C-108	25	X			13
8/4/20	Jessica Merriman	E-105 6245 Oak Meadow	33	X			14
8/4/20	Jordyn S. Ovalle	6245 oak meadows E208	25	X			15

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name / Signature	Street Address	Age	In Favor of License	Opposed to License	Reason	
8/4/20	Adan Cedillo (Cedillo) Adan Cedillo	6245 Oak Meadows #28	21	X			1
8/4/20	Leslie Vazquez	6245 Oak Meadows E205	24	X			2
8/4/20	Kagen Dismang	6245 Oak Meadows E101	35	X			3
8/4/20	Mary Matzke (Matzke)	6245 OAKMeadow E-102	52	X			4
8/4/20	JULIAN GEE Julian Gee	6245 OAKMEADOW E-104	72		X	Too Much Alcohol	5
8/4/2020	DS Collins	E-201 6245 OAKMeadow	30	X			6
8/4/20	(Martinez)	6245 OAKMeadow F-102	28	X			7
8/4/20	Jan Meyer Jan Meyer	6245 Oak Meadows Blvd F-103	77	X			8
8/4/20	Dean Meyer DEAN MEYER	F-103 6245 OAKMeadows	81	X			9
8/4/20	Scott Gastone	F-104 6245 oak Meadows	24	X			10
8/4/20	Sean Burras (Burras)	6245 oak meadows F 102	32	X			11
8/4/20	Everett Jimenez (Jimenez)	6245 Oak Meadows F106	22	X			12
8/4/20	Christy Jimenez	F106 6245 Oak Meadows	52	X			13
8/4/20	Lori Coen	6245 Oak Meadows F108	42	X			14
8-4-20	Anthony Coen Anthony Coen	6245 Oak meadows 108-F	44	X			15

Please Sign Your Name ONLY (first and last name), your address, and age. NO PERSON CAN SIGN FOR ANOTHER

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor * YES (X)	Oppose ** NO (X)	Reason	
8/4/20	Tessa Goldsmith	6245 Oak Meadow Blvd F107 Firestone, Co	30	X			1
8.5.20	Jessica Rogers	6030 Ulysses Ave Firestone Co 80504	36	X			2
8/5/20	Cindy Szemenyei	6054 Ulysses Ave	59	X			3
8/5/20	Brian Szemenyei	6054 Ulysses Ave	63	X			4
8/5/20	Maria Trip	6066 Ulysse Ave	62	X			5
8/5/20	Daniel Cobbino	11275 Dover	38	✓			6
8/5/20	Pam Chesler	11263 Dover	73	X			7
8/5/20	Anita Mitchell	6143 Utica Ct	48	X			8
8/5/20	Jack Mitchell	6143 Utica Ct	47	X			9
8/5/20	Carrie Holliday	6135 Utica Ct.	47	X			10
8/5/20	Marie Ursich	6131 Utica Ct	49	X			11
8/5/20	Sean Seery	6140 UTICA CT FIRESTONE, CO 80504	52	X			12
8/5	Christina Seery	6140 Utica CT Firestone, CO 80504	47	X			13
8/5/20	Greg Dilley	6150 Utica Ct.	58	X			14

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason	
8/5/20	Kendra Castanon Kendra Castanon	11205 Columbine	41	X			1
8/5/20	Sheli Mares Sheli Mares	11155 Columbine St	49		X	Too much alcohol	2
8/5/20	R. Frank Gomez R. Frank Gomez	11313 Coal Ridge St	67	X			3
8/6/20	Ginger Baerg Ginger Baerg	11291 Coal Ridge St	43		X	Too much alcohol	4
8/5/20	Jordan Cross [signature]	11277 Coal Ridge St	44	X			5
8/5/2020	Yvonne Bringle Yvonne Bringle	5801 Oak Meadows Blvd	33	X			6
8/5/20	Heidi (Johnson) Collier	5862 Oak Meadows Blvd	79	X			7
							8
							9
							1
							1
							1
							1

~ AFFIDAVIT OF CIRCULATION ~

I, Janele J. Lamoureux, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
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I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Janele J. Lamoureux
Signature of Circulator

State of Colorado)
) ss.
County of El Paso)

Subscribed and sworn to before me this 5th day of August, 2020.

ELISE M. CIMINO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184021878
MY COMMISSION EXPIRES MAY 23, 2022

Elise Cimino
Notary Public

My Commission expires: May 23, 2022



Circle K Store 2709082
6109 E Firestone Blvd
Firestone, CO 80504

APPLICATION FOR AN
FERMENTED MALT BEVERAGE
OFF PREMISES LIQUOR LICENSE

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RESIDENTIAL PETITION TO THE TOWN OF FIRESTONE LIQUOR LICENSING AUTHORITY

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PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO".**

Please sign your name only; First Name, Middle Initial, Last Name.

	Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
1	8/5/20	Krystal Moore	6264 Utica Ave Firestone, Co	49		X	would rather not have a gas station
2	8/5/2020	JEFF BRUNN	6276 UTICA AVE FIRESTONE, CO 80504	50	X		
3	8/5/2020	John Fitzinger	6288 Utica Ave Firestone CO 80504	48	X		
4	8/5/20	Yolanda Acosta	11291 Ebony St. Firestone CO 80504	39	X		
5	8/5/20	Seth Miller	11325 Ebony St Firestone, Co 80504	36	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason	
8/5/20	James D. Byrd James D. Byrd	11338 Ebony St	+21	X			1
8/5/20	Wendy Enghalm Wendy Enghalm	11326 Ebony St	+21	X			2
8/5/20	Eric Talley Eric Talley	11148 Columbine St Firestone CO	50		X		3
8/5/20	Leah Talley Leah Talley	11148 Columbine St Firestone, CO 80504	49		X		4
8/5/20	Leslie Schuyler Leslie Schuyler	5943 Mt Shadows Firestone, CO	50	X			5
							6
							7
							8
							9
							1
							1
							1
							1

~ AFFIDAVIT OF CIRCULATION ~

I, Eva L. Garretson, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
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Signature of Circulator

State of Colorado)
) ss.
County of El Paso)

Subscribed and sworn to before me this 5th day of August, 2020.

ELISE M. CIMINO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184021878
MY COMMISSION EXPIRES MAY 23, 2022

Elise Cimino
Notary Public

My Commission expires: May 23, 2022



Circle K Store 2709082
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APPLICATION FOR AN
FERMENTED MALT BEVERAGE
OFF PREMISES LIQUOR LICENSE

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ALCOHOL BEVERAGE PETITION

Received:

Pursuant to Rule 8 of the Colorado Springs Liquor and Beer Licensing Board Rules of Procedure, this Petition is being circulated to determine the reasonable requirements and the needs and desires of the neighborhood regarding a modification of premises, change of location, or a new application to sell and/or serve malt, vinous, spirituous liquors, or Fermented Malt Beverage as defined by Colorado Revised Statutes, as amended for:

RESIDENTIAL MAIL SURVEY
TIME SENSITIVE, IMMEDIATE RESPONSE REQUESTED

Due to the recent COVID-19 situation and the State of Colorado's issuance of the "Shelter in Place" ordinance, and current "Safer at Home" recommendation, we are giving this notification of a New Liquor License application in your community. This Petition has been given to you as part of a neighborhood survey being conducted to establish the reasonable requirements of the neighborhood and the desires of the adult inhabitants regarding the liquor application below.

Applicant: CIRCLE K STORES, INC.
Trade Name: **CIRCLE K STORE 2709082**
Proposed Location: 6109 E FIRESTONE BLVD, FIRESTONE, CO 80504
Application Type: NEW FERMENTED MALT BEVERAGE OFF PREMISES LICENSE

Please select only one of the following:

YES X (Place an "X" next to "YES" if you feel that the needs are not being met by existing similar outlets and it is your desire that a license should be granted.)

NO _____ (Place an "X" next to "NO" if you feel that the needs are being met by existing similar outlets and it is your desire that a license should not be granted.)

NO OPINION _____ (Place an "X" next to "NO OPINION" if you have No Opinion regarding the application.)

REASON WHY YOU FAVOR OR OPPOSE THE APPLICATION _____

A **Public Hearing** on this matter will be held before the Town of Firestone Liquor Licensing Authority, 151 Grant Ave, Firestone, CO 80520 on **WEDNESDAY, AUGUST 12th, 2020.** **

Please return this survey in the prepaid, preaddressed return envelope and mail today so your desires may be considered at the scheduled hearing. If you believe that you may have been unduly influenced by the petitioner or have questions or comments concerning the proposed application or survey method, please call the City Clerk's Office at 303.531.6264.

By signing, you are indicating that you have read this Petition, you are at least 21 years of age, and you are a resident located in the designated area (map on reverse). Please respond no later than August 8, 2020.

Signature: Leslie Wrobetz **Print Name (must be legible):** Leslie Wrobetz

Address (must be legible): 6890 Utica Ave
Firestone, CO 80504

Exact Age: 37 **Date Signed:** 8/06/20

LiquorPros

Needs & Desire Surveys/Petitions
Colorado Responsible Vendor Trainer
5515 Saddle Rock Place
Colorado Springs, CO 80918
719-390-8844
Liquorpros@msn.com

RESIDENTIAL ADDRESS IS WITHIN THE DEFINED NEIGHBORHOOD (X) _____

ALCOHOL BEVERAGE PETITION

Received:

Pursuant to Rule 8 of the Colorado Springs Liquor and Beer Licensing Board Rules of Procedure, this Petition is being circulated to determine the reasonable requirements and the needs and desires of the neighborhood regarding a modification of premises, change of location, or a new application to sell and/or serve malt, vinous, spirituous liquors, or Fermented Malt Beverage as defined by Colorado Revised Statutes, as amended for:

RESIDENTIAL MAIL SURVEY
TIME SENSITIVE, IMMEDIATE RESPONSE REQUESTED

Due to the recent COVID-19 situation and the State of Colorado's issuance of the "Shelter in Place" ordinance, and current "Safer at Home" recommendation, we are giving this notification of a New Liquor License application in your community. This Petition has been given to you as part of a neighborhood survey being conducted to establish the reasonable requirements of the neighborhood and the desires of the adult inhabitants regarding the liquor application below.

Applicant: CIRCLE K STORES, INC.
Trade Name: **CIRCLE K STORE 2709082**
Proposed Location: 6109 E FIRESTONE BLVD, FIRESTONE, CO 80504
Application Type: NEW FERMENTED MALT BEVERAGE OFF PREMISES LICENSE

Please select only one of the following:

YES _____ (Place an "X" next to "YES" if you feel that the needs are not being met by existing similar outlets and it is your desire that a license should be granted.)

NO X (Place an "X" next to "NO" if you feel that the needs are being met by existing similar outlets and it is your desire that a license should not be granted.)

NO OPINION _____ (Place an "X" next to "NO OPINION" if you have No Opinion regarding the application.)

REASON WHY YOU FAVOR OR OPPOSE THE APPLICATION Too many liquor stores and sales in our community

A **Public Hearing** on this matter will be held before the Town of Firestone Liquor Licensing Authority, 151 Grant Ave, Firestone, CO 80520 on **WEDNESDAY, AUGUST 12th, 2020.** **

Please return this survey in the prepaid, preaddressed return envelope and mail today so your desires may be considered at the scheduled hearing. If you believe that you may have been unduly influenced by the petitioner or have questions or comments concerning the proposed application or survey method, please call the City Clerk's Office at 303.531.6264.

By signing, you are indicating that you have read this Petition, you are at least 21 years of age, and you are a resident located in the designated area (map on reverse). Please respond no later than August 8, 2020.

Signature: Mark Kraft **Print Name (must be legible):** Mark Kraft

Address (must be legible): 5916 Mountain Shadows Blvd. Firestone CO 80504

Exact Age: 50 **Date Signed:** 8/5/20

LiquorPros

Needs & Desire Surveys/Petitions
Colorado Responsible Vendor Trainer
5515 Saddle Rock Place
Colorado Springs, CO 80918
719-390-8844
Liquorpros@msn.com

RESIDENTIAL ADDRESS IS WITHIN THE DEFINED NEIGHBORHOOD (X) _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE
LIQUOR LICENSE AUTHORITY

AIM#: 7.b

Liquor Hearing

Meeting Date: August 12, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

LIQUOR HEARING: Transfer of Ownership Application for a Retail Liquor Store License for Noorie Properties, Inc. dba Cimarron Liquors located at 11078 Cimarron Street, Unit 1, Firestone, Colorado 80504

SUMMARY

Noorie Properties, Inc. has submitted a transfer of ownership application for a retail liquor store under the tradename Cimarron Liquors located at 11078 Cimarron Street, Unit 1, Firestone, Colorado. The required 10-day notice has been posted at the location. The applicant has provided all the required documentation.

HISTORY AND PREVIOUS ACTION

RECOMMENDATION

Approval of the transfer of ownership application.

ALTERNATIVES

ATTACHMENTS

1. Transfer of Ownership Application_Redacted
2. High Country Beverage - Wholesaler Affidavit_Redacted
3. Republic National Distributing - Wholesaler Affidavit_Redacted

FINANCIAL CONSIDERATIONS

DR 8404 (01/22/20)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

☐ New License ☐ New-Concurrent ☒ Transfer of Ownership ☐ State Property Only ☐ Master file

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** *www.colorado.gov/enforcement/liquor*

1. Applicant is applying as a/an ☐ Individual ☐ Limited Liability Company ☐ Association or Other ☒ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation	FEIN Number
NOORIE PROPERTIES INC	[redacted]

2a. Trade Name of Establishment (DBA)	State Sales Tax Number	Business Telephone
CIMARRON LIQUORS	[redacted]	[redacted]

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
11078 CIMARRON ST UNIT 1

City	County	State	ZIP Code
FIRESTONE	WELD	CO	80504

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
11078 CIMARRON ST UNIT 1	FIRESTONE	CO	80504

5. Email Address [redacted]

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
CIMARRON LIQUOR OF FIRESTONE	26498750000	LIQUOR STORE CITY	07/14/2020

Section A — **Nonrefundable Application Fees***

- ☐ Application Fee for New License $1,550.00
- ☐ Application Fee for New License w/Concurrent Review $1,650.00
- ☒ Application Fee for Transfer $1,550.00

Section B — **Liquor License Fees***

- ☐ Add Optional Premises to H & R $100.00 X _____ Total _____
- ☐ Add Related Facility to Resort Complex $75.00 X _____ Total _____
- ☐ Add Sidewalk Service Area $75.00
- ☐ Arts License (City) $308.75
- ☐ Arts License (County) $308.75
- ☐ Beer and Wine License (City) $351.25
- ☐ Beer and Wine License (County) $436.25
- ☐ Brew Pub License (City) $750.00
- ☐ Brew Pub License (County) $750.00
- ☐ Campus Liquor Complex (City) $500.00
- ☐ Campus Liquor Complex (County) $500.00
- ☐ Campus Liquor Complex (State) $500.00
- ☐ Club License (City) $308.75
- ☐ Club License (County) $308.75
- ☐ Distillery Pub License (City) $750.00
- ☐ Distillery Pub License (County) $750.00
- ☐ Hotel and Restaurant License (City) $500.00
- ☐ Hotel and Restaurant License (County) $500.00
- ☐ Hotel and Restaurant License w/one opt premises (City) $600.00
- ☐ Hotel and Restaurant License w/one opt premises (County) $600.00
- ☐ Liquor–Licensed Drugstore (City) $227.50

Section B (Cont.) — **Liquor License Fees***

- ☐ Liquor–Licensed Drugstore (County) $312.50
- ☐ Lodging & Entertainment - L&E (City) $500.00
- ☐ Lodging & Entertainment - L&E (County) $500.00
- ☐ Manager Registration - H & R $75.00
- ☐ Manager Registration - Tavern $75.00
- ☐ Manager Registration - Lodging & Entertainment $75.00
- ☐ Manager Registration - Campus Liquor Complex $75.00
- ☐ Optional Premises License (City) $500.00
- ☐ Optional Premises License (County) $500.00
- ☐ Racetrack License (City) $500.00
- ☐ Racetrack License (County) $500.00
- ☐ Resort Complex License (City) $500.00
- ☐ Resort Complex License (County) $500.00
- ☐ Related Facility - Campus Liquor Complex (City) $160.00
- ☐ Related Facility - Campus Liquor Complex (County) $160.00
- ☐ Related Facility - Campus Liquor Complex (State) $160.00
- ☐ Retail Gaming Tavern License (City) $500.00
- ☐ Retail Gaming Tavern License (County) $500.00
- ☐ Retail Liquor Store License–Additional (City) $227.50
- ☐ Retail Liquor Store License–Additional (County) $312.50
- ☒ Retail Liquor Store (City) $227.50
- ☐ Retail Liquor Store (County) $312.50
- ☐ Tavern License (City) $500.00
- ☐ Tavern License (County) $500.00
- ☐ Vintners Restaurant License (City) $750.00
- ☐ Vintners Restaurant License (County) $750.00

*** Note that the Division will not accept cash**

Questions? Visit: *www.colorado.gov/enforcement/liquor* **for more information**

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			$

DR 8404 (01/22/20)

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** *www.colorado.gov/enforcement/liquor* **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☐ A. Applicant/Licensee identified
- ☐ B. State sales tax license number listed or applied for at time of application
- ☐ C. License type or other transaction identified
- ☐ D. Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☐ A. No larger than 8 1/2" X 11"
- ☐ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ C. Separate diagram for each floor (if multiple levels)
- ☐ D. Kitchen - identified if Hotel and Restaurant
- ☐ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☐ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents

- ☐ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. **Do not complete fingerprint cards prior to submitting your application.**
 The Vendors are as follows:
 IdentoGO – *https://uenroll.identogo.com/*
 Phone: 844-539-5539 (toll-free)
 IdentoGO FAQs: *https://www.colorado.gov/pacific/cbi/identification-faqs*
 Colorado Fingerprinting – *http://www.coloradofingerprinting.com*
 Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*
 Phone: 720-292-2722 Toll Free: 833-224-2227
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☐ A. Certificate of Incorporation
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- ☐ A. Copy of articles of organization
- ☐ B. Certificate of Good Standing
- ☐ C. Copy of Operating Agreement (if applicable)
- ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- ☐ A. $75.00 fee
- ☐ B. Individual History Record (DR 8404-I)
- ☐ C. If owner is managing, no fee required

DR 8404 (01/22/20)

Name	Type of License	Account Number

		Yes	No
7.	Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☒
8.	Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
	a. Been denied an alcohol beverage license?	☐	☒
	b. Had an alcohol beverage license suspended or revoked?	☐	☒
	c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
	If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9.	Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. _____	☐	☒
10.	Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☒
	or		
	Waiver by local ordinance?	☐	☒
	Other: _____		
11.	Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal door-way of the Licensed LLDS/RLS.	☐	☒
12.	Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
13	**a.** For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☒
13	**b.** Are you a Colorado resident?	☒	☐
14.	Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee. SPSINGH INC	☒	☐
15.	Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?	☒	☐
	☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____		
	a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:		

Landlord	Tenant	Expires
SONG REAL ESTATE LLC	NOORIE PROPERTIES INC	02/20/2025

	b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☒
	c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17.	Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	☐	☒
	Number of additional Optional Premise areas requested. (See license fee chart)		
18.	For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19.	Liquor Licensed Drugstore (LLDS) applicants, answer the following:		
	a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? **If "yes" a copy of license must be attached.**	☐	☒

DR 8404 (01/22/20)

Name	Type of License	Account Number

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

	Yes	No
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	☐	☒
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	☐	☒
c. How long has the club been incorporated?		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	☐	☒

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	☐	☒

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?	☐	☒
b. Is the applicant a person who contracts with the institution of higher education to provide food services? **If "yes" please provide a copy of the contract with the institution of higher education to provide food services.**	☐	☒

23. For all on-premises applicants.

a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application
- DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
SINGH	SUKHPREET`

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.

Yes	No
☐	☒

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ ☒

a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager

26. Tax Information.

	Yes	No
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	☐	☒
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	☐	☒

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members.** In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
SUKHPREET SINGH	11846 BRADBURN BLVD CO 80031	08/19/1994	PRESIDENT	100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

DR 8404 (01/22/20)

Name	Type of License	Account Number

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
[redacted]	SUKHPREET SINGH PRESIDENT	07/20/2020

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- ☐ Fingerprinted
- ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- ☐ Date of inspection or anticipated date _____
- ☐ Will conduct inspection upon approval of state licensing authority

	Yes	No
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	☐	☐
☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	☐	☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	☐	☐

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	☐ Town, City ☐ County

Signature	Print	Title	Date
Signature	Print	Title	Date

DR 8495 (07/23/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

I, SUKHPREET SINGH am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of NOORIE PROPERTIES INC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)		Social Security Number/Tax Identification Number
SUKHPREET SINGH/NOORIE PROPERTIES		[redacted]
Address		
11078 CIMARRON ST UNIT 1		
City	State	Zip
FIRESTONE	C0	80504
Home Phone Number	Business/Work Phone Number	
[redacted]	[redacted]	
Printed name of person signing on behalf of the Applicant/Licensee		
SUKHPREET SINGH		
Applicant/Licensee's Signature (Signa[redacted]disclosure of confidential tax information)		Date signed
		07/20/2020

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

DR 8404-I (03/20/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business	Home Phone Number	Cellular Number
NOORIE PROPERTIES INC DBA CIMARRON LIQUORS	[redacted]	[redacted]
2. Your Full Name (last, first, middle)	**3. List any other names you have used**	
SINGH, SUKHPREET	N/A	
4. Mailing address (if different from residence)	**Email Address**	
11846 BRADBURN BLVD WESTMINSTER CO 80031	[redacted]	

5. List current residence address. Include any previous addresses within the last **five** years. (Attach separate sheet if necessary)

	Street and Number	City, State, Zip	From	To
Current	11846 BRADBURN BLVD	WESTMINSTER CO 80031	07/15/13	PRESENT
Previous				

6. List all employment within the last **five** years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
SURAT SINGH INC	4415 S BROADWAY ENGLEWOOD CO	CLERK	08/01/18	08/01/20
SPSINGH INC	10181 W BOWLES LITTLETON CO	MANAGER	04/25/16	08/01/18
AVANEET KAUR INC	1680 W 100TH AVE THORNTON CO	CLERK	11/01/14	04/25/16

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee
MANJIT KAUR	MOTHER	PRESIDENT	SP&ANMOL INC
SURINDER MATHON	FATHER	PRESIDENT	SURAT SINGH INC

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☒ Yes ☐ No

SPSINGH INC- President.. Sold in 2018

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No

N/A

DR 8404-I (03/20/19)

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number	c. Place of Birth	d. U.S. Citizen
08/19/94	[redacted]	INDIA	☒ Yes ☐ No

e. If Naturalized, state where	f. When	g. Name of District Court
COLORADO	01/08/15	USCIS CENTENNIAL COLORADO

h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
[redacted]	01/08/15		

l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state.
6'3"	190 IB	BLK	BRO	M	☒ Yes ☐ No # [redacted] State COLORADO

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. $ [redacted]

b. List the total amount of the **personal** investment , made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. $ [redacted]

*** If corporate investment only please skip to and complete section (d)**
**** Section b should reflect the total of sections c and e**

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
CASH	CHECKING	CHASE	[redacted]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
CASH	0	CHECKING	CHASE	[redacted]

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
NONE	NONE	NONE	NONE	NONE

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature	Print Signature	Title	Date
[redacted]	SUKHPREET SINGH	PRESIDENT	07/20/20

ASSIGNMENT OF LEASE
AND CONSENT OF LANDLORD

THIS ASSIGNMENT OF LEASE AND CONSENT OF LANDLORD is made this 16 day of July, 2020 between Cimarron Liquors of Firestone, LLC ("Assignor"), Noorie Properties, Inc. ("Assignee") and Song Real Estate, LLC ("Landlord").

RECITALS:

WHEREAS, Assignor and Landlord are parties to that certain Retail Lease, dated February 24, 2004 ("Lease"), for the premises legally described as: Lot 1, Block 2, Firestone Center, Town of Firestone, County of Weld, State of Colorado; also known as Unit I, 11078 Cimarron Street, Firestone, Colorado.

WHEREAS, Assignor wishes to assign all its right, title and interest in and to the Lease to Assignee, and Assignor wishes to obtain Landlord's consent to such assignment;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ASSIGNMENT

1. Assignor assigns and transfers to Assignee all of its right, title and interest in and to the Lease, including the lease security deposit, and Assignee accepts this Assignment and assumes and agrees to perform, from the Effective Date forward, as a direct obligation to Landlord, all the obligations, terms and provisions of the Lease. This Assignment shall become effective on the date of the closing of the sale of Assignor's business to Assignee, which is expected to occur on July 30, 2020 (the "Effective Date") and is contingent on Assignee's purchase of the business assets of Assignor. The Assignor and Assignee hereby agree to indemnify and hold each other harmless from and against any breach of their obligations under this paragraph, including attorney's fees.

2. Assignor represents and warrants to Assignee that there have been no defaults under the Lease during Assignor's tenancy and that Assignor shall be solely responsible for the payment of all charges and expenses due under the Lease accruing prior to the Effective Date.

3. The terms and conditions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Assignment may be executed in counterparts, each of which shall be

deemed an original, and all of which together shall form a single instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or by email transmission of an Adobe portable document format (pdf) file shall be effective as delivery of a manually executed counterpart of this Assignment.

5. This Assignment and the rights and obligations of the parties hereunder shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.

CONSENT TO ASSIGNMENT

6. Landlord hereby consents to this Assignment conditioned upon the closing of the sale of Assignor's business to Assignee and upon execution and delivery to Landlord of the personal guarantees substantially in the form attached to the Assignment and Consent.

7. This Assignment and Consent may be signed in counterparts with each counterpart as effective as the original.

IN WITNESS WHEREOF, the parties have executed this Assignment and Consent as of the dates set forth below.

ASSIGNOR:
For Cimarron Liquors of Firestone, LLC

[redacted]

Date: July 20, 2020

Matthew Holcomb, Managing Member

ASSIGNEE:
For Noorid Properties, Inc.

[redacted]

Date: July 20, 2020

Sukhpreet Singh, President

LANDLORD:
For Song Real Estate, LLC

[redacted]

Date: July 16, 2020

Name and Title Hyun Song

Date: April 16, 2005

Cimarron Liquors of Firestone, LLC
11078 Cimarron Street
Firestone, CO 80504

Dear Mr. Holcomb,

This letter is to confirm the agreement to give Cimarron Liquors of Firestone, LLC, in its sole discretion, the option to extend the retail lease between Bluestem and Cimarron for three (3) additional periods of five (5) years each. At the end of the original term, the lease rate shall be at market rate. However, shall not increase more then [redacted] per year from its original ending amount. All other conditions of the original lease shall apply.

Cimarron Liquors of Firestone may either elect to exercise its option to extend the original lease for an additional five (5) years with an option for an additional two (2) extensions of five (5) years at the end of the second period, or may elect to terminate the lease agreement as provided by in the original lease.

This agreement shall not otherwise diminish the original retail lease between Bluestem and Cimarron.

Bluestem of Longmont hereby agrees to the terms of this option to extend the original lease as provided herein.

John P. D'Amico, Manager
Bluestem of Longmont, LLC

RETAIL LEASE

1. PARTIES. This Lease Agreement is made by and between **Bluestem of Longmont, LLC** (herein called "Owner") and, **Cimarron Liquors of Firestone LLC** (herein called "Tenant").

2. PREMISES. Owner does hereby lease to Tenant and Tenant hereby leases from Owner that certain space (herein called the ''Premises''), containing approximately **2,789** square feet of floor area, commonly known as **Bluestem Plaza** (herein called the "Shopping Center"). The Premises are a portion of a commercial center containing other store buildings, a parking area, and common facilities for the use and benefit of all tenants of the commercial center. The commercial center, containing the store buildings, parking area, and common facilities is shown on Exhibit A attached hereto and incorporated by reference herein. It is understood that no representation or warranty is made with respect to the location of other store buildings as shown on Exhibit A or adjoining areas or to the time that such other store buildings will be erected and occupied. The location and dimensions of the Premises are delineated in Exhibit A. The building of which the Premises are a part legally described as:

Lot 1, Block 2, Firestone Center, Town of Firestone, County of Weld, State of Colorado

This Lease is subject to the terms, covenants and conditions herein set forth and Tenant and Owner covenant and agree that this Lease was negotiated between the parties, contains all agreements between the Parties and a material part of the consideration for this Lease is the keeping and performing of all of said terms, covenants and conditions by the Parties.

3. CONSTRUCTION OF IMPROVEMENTS.

3.1 Owner's Obligation. Owner agrees to construct at its expense the demised store building for Tenant use and occupancy in accordance with plans and specifications to be approved in writing by Owner and Tenant prior to the commencement of construction.

Owner will commence the construction of such demised store building as soon as is reasonably possible after the plans and specifications therefor have been mutually approved in writing, and will diligently prosecute the completion such construction. Owner further agrees to proceed with the paving and lighting of the parking area in accordance with the plans and specifications therefor so that the parking area is in accordance with the plans and specifications therefor so that the parking area will be available for use at the time of the commencement of the term of this lease.

3.2 Construction Delays and Work Stoppages. No delay in the completion of the construction required of the Owner, caused by government regulations, inability to procure labor or materials, strikes, acts of God, or other causes similar or dissimilar beyond the control of the Owner, shall be a basis for a claim of lack of diligence on the part of the Owner.

3.3 Construction Financing, Plan Approval and Building Completion. It is further understood and agreed that the Owner shall not be obligated to proceed with the

construction of the demised store building, unless and until financing acceptable to Owner is obtained. Should such financing not be obtainable within **Six (6)** months after completion of final plans and specifications, Owner and /or Tenant may so notify each other in writing, and this lease shall then cease and terminate, and each of the parties shall be released and discharged from any and all liability and responsibility under this lease. The final plans and specifications shall be completed by Owner within **Four (4)** months of the full execution of this Lease. Construction of the building shall be completed by Owner within **Seven (7)** months from approval of building financing. Building shall be completed by Owner within **Seven (7)** months after plan approval and when 60 % of the building is leased subject to the language contained herein.

4. USE.

Tenant shall have exclusive use of the Shopping Center to use the Premises as a **retail liquor store** and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Owner.

5. MINIMUM RENT.

5.1 Tenant agrees to pay to Owner as Minimum Rent, without notice or demand throughout the entire term of this Lease the sum, of [redacted] payable in monthly installments as follows, in advance, on or before the first day of each and every successive calendar month;

Base monthly rental rate for the first year from _____ through _____ = $15.50 per square foot. Or, [redacted] per year payable a[redacted] NNN per month.

Base monthly rental rate for the first year from _____ through _____ = $16.00 per square foot. Or, [redacted] per year payable a[redacted] NNN per month.

Base monthly rental rate for the first year from _____ through _____ = $16.25 per square foot. Or, [redacted] per year payable at [redacted] NNN per month.

Base monthly rental rate for the first year from _____ through _____ = $16.75 per square foot. Or, [redacted] per year payable at [redacted] NNN per month.

Base monthly rental rate for the first year from _____ through _____ = $17.00 per square foot. Or, [redacted] per year payable at [redacted] NNN per month.

Said rental term shall be paid to Owner, without deduction or offset, in lawful money of the United States of America and at such place as Owner may from time to time designate in writing.

6. TERM. The term of this lease shall be for a period of **Five (5)** years and shall commence on the occurrence of either of the following events, whichever shall first occur:

6.1 30 days after the date Owner notifies Tenant in writing that the Premises are ready for occupancy. The Premises shall be ready for occupancy when all work of construction has been substantially completed and the Premises are in such condition as to permit Tenant to enter on the Premises for the purpose of installing trade fixtures and equipment and stocking merchandise therein.

6.2 The date Tenant actually commences to do business in and from the Premises.

When the commencement date of the term of this lease has been determined in the manner provided above, such date shall be inserted in the space provided below and Owner and Tenant shall signify their acceptance of such commencement date.

The Commencement Date of the term of this lease is: _____

Owner Lessee

By: _____ By: _____

7. SECURITY DEPOSIT. Tenant has deposited with Owner the sum **of** [redacted]. Said sum shall be held by Owner as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term, hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Owner may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Owner may spend or become obligated to spend by reason of Tenant's default, or to compensate Owner for any other loss or damage which Owner may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefore, deposit cash with Owner in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Owner shall not be required to keep this security deposit separate from its general funds, may commingle said deposit with other funds of Owner and shall have full use of said deposit during the term of the Lease. Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform each and every provision of this Lease, the security deposit or any balance thereof shall be returned to Tenant (or, at Owner's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following expiration of the lease term or upon completion of all obligations herein, whichever occurs later. In the event of termination of Owner's interest in this Lease, Owner shall transfer said deposit to Owner's successor in interest.

8. ADDITIONAL CHARGES.

8.1 In addition to the Minimum Rent provided in Article 5 hereinabove, and commencing at the same time as any rental commences under this Lease, Tenant shall pay to Owner the following items:

(a) Taxes and Insurance: Tenant shall pay to Owner Tenant's share of real estate taxes and a competitive market rate for insurance premiums on the Retail Building. Real estate taxes shall include special assessments. Insurance shall include fire, extended coverage, property damage, liability, and rent loss. Any tax or insurance reimbursement for any partial lease year shall be apportioned on a per diem basis.

(b) Tenant shall pay to Owner Tenant's share of Common Area Maintenance and Other Costs (hereinafter called "Adjustments") as follows:

i. All costs to maintain areas used in common by the tenants of the Retail Building, including all cost to supervise and administer said common areas and the Retail Building.

ii. All costs in providing services and utilities to tenants of the Retail Building, window washing and utilities not separately metered; together with the cost of replacement of electric light bulbs and fluorescent tubes and ballasts.

iii. All costs incurred by Owner operating, managing and maintaining the Retail Building including planting and landscaping, utility systems, cleaning and sweeping, snow ice removal, security systems, and supplies, but excluding structural repairs, major parking lot repairs or replacement, and roof repairs. Costs incurred exclusively for the benefit of specific tenants of the Retail Building will be billed accordingly.

iv. Any charges resulting from statutes or regulations promulgated by any governmental authority in connection with the use or occupancy of the Premises.

(c) Calculation of Tenant's Share. Tenant's share of the Adjustments referred to in Article 7.1 shall be based on the percentage that the floor area of the Premises bears to the floor area of the Retail Building. The floor area of the Premises is **approximately 2,789** square feet, and the floor area of the Retail Building is approximately **12,200** square feet. Thus, Tenant shall bear [redacted] of the cost of such items.

8.2 Upon commencement of rental Owner shall submit to Tenant a statement of the anticipated monthly Adjustments for the period between such commencement and the following January, and Tenant shall pay these Adjustments on a monthly basis concurrently with the payment of the rent. Tenant shall continue to make said monthly payments until notified by

Owner of a change thereof. By March 31 of each year Owner shall endeavor to give Tenant a statement showing the total Adjustments for the Retail Building for the prior calendar year and Tenant's allocable share thereof, prorated from the commencement of rental. In the event the total of the monthly payments which Tenant has made for the prior calendar year be less than Tenant's actual share of such Adjustments, the Tenant shall pay the difference in a lump sum within thirty (30) days after receipt of such statement from Owner, and shall concurrently pay the difference in monthly payments made in the calendar year and the amount of monthly payments which are then calculated as monthly Adjustments based on the prior year's experience. Any over-payment by Tenant shall be credited towards the monthly Adjustments next coming due. The actual Adjustments for the prior year shall be used as the basis for calculating the current year's budget, from which the monthly Adjustments for the then current year are derived. Actual determination of such Adjustment shall be made after each calendar year as above provided; excepting that in any year in which sealing and striping of parking lot is contemplated Owner shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments. Even though the term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said Adjustments for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Owner to Tenant. Failure of Owner to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay sums herein provided.

9. USES PROHIBITED. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or a part thereof or any or its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, other than activities normally carried out in the operation of a **retail liquor store**; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or store hazardous material upon the Premises, without the prior written consent of the Owner.

10. COMPLIANCE WITH LAW. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Owner be a party thereto or not, that Tenant has violated any law, statute, ordinance, or governmental rule, regulation, or requirement, shall be

conclusive of that fact as between Owner and Tenant. Specifically, the Tenant shall not violate any EPA rules or regulations regarding the storage, use or disposal of any hazardous material on or about the Premises.

11. ALTERATIONS AND ADDITIONS. Tenant shall not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part thereof without first obtaining the written consent of Owner. In the event Owner consents to the making of alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, and any alterations, additions or improvements to or of the Premises approved by Owner, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the Realty and belong to Owner and shall be surrendered with the Premises as set forth provisions of this Lease.

12. REPAIRS.

12.1 Tenant shall inspect the leased Premises prior to occupancy and shall accept the condition as it exists as of the date of the inspection as being in good, sanitary order, condition and repair. Tenant has deemed the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Owner's obligations) including but not limited to, the maintenance replacement and repair of any store front, doors, window casements, glazing, plumbing, pipes, electrical lighting, electrical wiring and conduits, light bulbs and ballasts. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to Owner in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant and shall remain the responsibility of the Tenant beyond the termination date of the lease.

Tenant shall bear all costs of repairing, operating and maintaining the heating, ventilating and air conditioning system for the Premises within the Retail Building, but excluding the cost of making repairs to such system caused by defects in such system as originally installed.

12.2 Notwithstanding the revisions of Article 3.1 above, Owner shall repair and maintain the structural portions of the Building including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Owner the actual cost of such maintenance and repairs. Owner shall not be liable for any failure to make such repairs or perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Owner by Tenant. There shall be no abatement of rent and no liability of Owner by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein, unless

Tenant's business is interfered with in excess of five consecutive business days, in which case Tenant shall be allowed a per diem abatement of rent for each day after five business days for such interruption. Tenant waives the right to make repairs at Owner's expense under any law, statute or ordinance now or hereafter in effect.

13. LIENS. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Tenant shall provide to Owner, at Tenant's sole cost and expense, a waiver of lien for additions or alterations in the Premises which Tenant desires to make, to insure Owner against any liability for mechanics' and liens and to insure completion of and full payment for the work undertaken.

Should any such liens be filed or recorded against the Premises, Building or Building Complex with respect to work done for or materials supplied to or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof, If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with the court of competent jurisdiction as may be provided by applicable law. If Tenant fails to cause such liens to be released or post security therefore as hereinabove provided, Owner may pay and obtain the release of said lien and Tenant shall reimburse Owner for said amount paid by Owner as additional rent due hereunder within thirty (30) days of receipt by Tenant of billing from Owner. Owner shall have the right to post the Premises notifying others of the Owner's non-liability for payment of wages or materials.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Owner, which consent shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under thus Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of Owner, constitute a default under the terms of this Lease.

In the event that Owner shall consent to an assignment hereunder, Tenant shall pay Owner reasonable lees, not to exceed [redacted] incurred in connection with the processing of documents necessary to giving of such consent.

15. HOLD HARMLESS. Tenant shall indemnify and hold Owner harmless against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all cost, attorney's fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, and in case

any action or proceeding be brought against Owner by reason of such claim, Tenant upon notice from Owner shall defend Owner at Tenant's expense by counsel reasonably satisfactory to Owner. Tenant, as a material part of the consideration to Owner, hereby assumes all risk of damage to property or injury to person in, upon or about the Premises, from any cause other than the negligence of Owner, its agents, servants or employees, and Tenant hereby waives all claims in respect thereof against Owner, other than the negligence of Owner. Tenant shall give prompt notice to Owner in case of casualty or accidents in the Premises.

Owner or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Owner, its agents, servants or employees.

16. SUBROGATION. As long as their respective insurers so permit, Owner and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements if required by their insurer to evidence compliance with the aforementioned waiver.

17. LIABILITY INSURANCE. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Owner and Tenant against any liability arising out of the ownership use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than $1,000,000.00 for injury or death of more than one person in any one accident or occurrence, and in the amount of not less than $1,000,000.00 for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Owner and Tenant against liability for property damage of at least $500,000.00. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have an Owner's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Owner may, but shall lot be required, to procure and maintain same at the expense of Tenant. Insurance required hereunder shall be in companies rated a XIII or better in "Best's Key Rating Guide." Tenant shall deliver to Owner, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Owner. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which, Owner may carry.

18. UTILITIES. Tenant shall pay for all electricity, gas, and telephone service to the Premises, together with any taxes thereon.

19. PERSONAL PROPERTY.

19.1 Any property of Tenant remaining in the Premises at any time when Owner recovers possession of the Premises shall be deemed abandoned, and Owner shall have no responsibility or liability whatsoever for any of the same. Notwithstanding the foregoing, Owner may store any of such property in any public on private warehouse, and Tenant shall pay to Owner promptly upon demand all costs incurred in connection with such property, including the costs of moving and storage, count costs, and attorneys' fees. Owner at its option may, without notice, sell any such personal property at any public or private sale, with or without legal process, for such prices as Owner may obtain, and Owner shall apply the proceeds of such sale first to the costs incurred in connection with such properly, and then to any amounts due under this Lease from Tenant to Owner, and the surplus, if any, to Tenant.

19.2 Tenant hereby grants to Owner a lien upon and a security interest in all property now owned or hereafter acquired by Tenant which shall come in or be placed upon the Premises, to secure the payment of rent and the performance or each and every other obligation hereunder to be performed by Tenant. This lien shall be subordinate to any lien required by Tenant's lender or fixed asset leasing company. Following any event of default, Owner, with notice or demand, may take possession of and all such property without legal process of any kind, at public and private sale upon giving such notices and with due process, if any, as may be required by law. The proceeds of any such sales shall be applied first to the payment of expenses thereof, second to the discharge of the unpaid rent or other liability hereunder, and the balance, if any, shall be paid to Tenant. Tenant agrees to execute and record any financing statements and other documents necessary to perfect or record the lien herein granted.

19.3 Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Owner its share of such taxes within ten (10) days after delivery to Tenant by Owner of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

20. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations that Owner shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant.

21. FAILURE TO SURRENDER POSSESSION.

21.1 The parties recognize and agree at the time of entering this Lease Agreement and at the time of any default, that the damage to Owner resulting from any failure by Tenant to timely surrender possession of the Premises will be substantial, will exceed the amount of the monthly installments of the rent payable hereunder, and will be impossible to measure accurately and reasonably.

21.2 Tenant therefore agrees that if possession of the Premises is not surrendered to Owner upon the expiration or sooner termination of this Lease, in addition to any other rights or remedies Owner may have hereunder or at law, Tenant shall become a tenant at will and pay to Owner, as liquidated damages, for each day which Tenant holds over in the Premises after the expiration or sooner termination of this Lease, a sum equal to one and one quarter (1 ¼) times the aggregate of that portion of the daily rental including Minimum Rent and adjustments that was payable under this Lease during the last month of the term hereof.

21.3 Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises alter the expiration or sooner termination of this Lease.

21.4 The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

22. ENTRY BY OWNER. Owner reserves, and shall at any and all times have, the right to enter the Premises with prior Tenant notification to inspect the same, to submit the Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Owner may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Owner shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files. Owner shall have the right to use any and all means which Owner may deem proper to open said doors in an emergency, in order to obtain entry to the premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by Owner by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

23. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

23.1 The vacating or abandonment of the Premises by Tenant.

23.2 The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, or within the ten day grace period as provided for in paragraph 31(1) hereof.

23.3 The failure by Tenant to observe or perform any of the covenants, conditions or provisions of thus Lease to be observed or performed by Tenant, other than described in Article 21.13. above, where such failure shall continue for a period of thirty (30)

days after written notice thereof by Owner to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such with in said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

23.4 The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

24. REMEDIES IN DEFAULT. In the event of any such default or breach by Tenant, Owner may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Owner in the exercise of a right or remedy which Owner may have by reason of such default or breach:

24.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Owner. In such event Owner shall be entitled to recover from Tenant all damages incurred by Owner for reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Owner and applicable to the unexpired term of this Lease. Unpaid installments or rent or other sums shall bear interest from the date due at the maximum legal rate; or

24.2 Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Owner shall be entitled to enforce all of Owner's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due hereunder; or

24.3 Pursue any other remedy now or hereafter available to Owner under the laws or judicial decisions of the State of Colorado.

25. DEFAULT BY OWNER. Owner shall not be in default unless Owner fails to perform obligations required by Owner within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Owner and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to

Tenant in writing, specifying wherein Owner has failed to perform such obligations; provided, however, that if the nature of Owner's obligation is such that more than thirty (30) days are required for performance then Owner shall not be in default if Owner commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

26. RECONSTRUCTION.

26.1 In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Owner agrees to forthwith repair same, and thus Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and will be such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent and this Lease may be terminated at the sole option of the Owner.

26.2 In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Owner shall forthwith repair the same, provided the extent of the destruction be less than ten (10%) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten (10%) percent or more of the full replacement cost then Owner shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent shall be proportionately reduced as hereinabove in this Article provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice, and the Minimum Rent and Adjustments, reduced by the proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination.

26.3 Notwithstanding anything to the contrary contained in this Article, Owner shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twelve (12) months of the term of this Lease or any extension thereof. Owner shall not be required to repair, or be liable for, any injury or damage by fire or other cause unless said injury or damages is determined to be solely caused by Owner, or to make any repairs or replacements of any leasehold improvements, fixtures or other personal property Tenant.

27. EMINENT DOMAIN. If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than twenty-five (25%) percent of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent and Adjustments thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises shall be so taken or

appropriated, Owner shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Owner shall be entitled to any and all awards and/or settlements which maybe given, and Tenant shall have no claim against Owner for the value of any unexpired term of this Lease or resulting damage, relating directly or indirectly to said expiration.

28. PARKING AND COMMON AREAS. Owner covenants that the parking areas shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Owner reserves the right to change the entrances, exits, traffic areas and the boundaries and locations of such parking area or areas; provided, however, that notwithstanding anything to the contrary contained in this Article 28, said parking area or areas shall at all times be substantially equal or equivalent to those currently available.

28.1 Tenant shall be responsible for keeping sidewalk off parking lot clear and clean at all times of any refuse generated by Tenant or Tenant's customers or employees.

28.2 Owner shall keep said automobile parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and Common areas shall be charged and prorated in the manner as set forth herein.

28.3 Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Owner, and other present and future Owners, tenants and agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

28.4 Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and changes for parking as Owner may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) restricting of employee parking to a limited, designated area or areas; and (2) restricting hours or duration of parking.

29. SIGNS. Tenant shall not place or permit to be placed any sign, advertisement, notice or other display on any part of the inside or outside of the Premises, except of such color, size and style and in such locations as shall be designated by Owner. Tenant, upon request of Owner, shall immediately remove any sign, advertisement, notice or other display which Tenant has placed or permitted to be placed on any part of the inside or outside of the Premises, which in the opinion of Owner, is objectionable, offensive or not in good taste, and if Tenant shall fail to do so, Owner may enter the Premises and remove the same at the expense of Tenant. Tenant understands and agrees to install new exterior signage which shall be approved by Owner in writing prior to installation.

30. AUCTIONS. Tenant shall not conduct or permit to he conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

31. HOURS OF BUSINESS. Subject to the provisions herein, Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual Business hours of each and every business day as is customary for businesses of like character in the Town of Firestone to be open for business and shall not extend beyond 12:00 AM (midnight) without Owner's written approval. Tenant shall maintain regular hours and days of operation, Holidays and vacations notwithstanding. In no instance shall the business be closed for longer than two weeks; provided, however, that thus provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practices.

32. In the event of breach by Tenant of any of the conditions contained in this Article, Owner may consider the Tenant to be in default and shall be entitled to all remedies as outlined herein.

33. GENERAL PROVISIONS.

33.1 Plats and Riders. Clauses, plats, riders, exhibits and addendums, if any, affixed to this lease are made a part hereof.

33.2 Waiver. The waiver by Owner of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or ally other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Owner shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental amount so accepted, regardless of Owner's knowledge of such preceding default at the time of the acceptance of such rent.

33.3 Joint Obligation. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

33.4 Marginal Headings. The marginal headings and titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

33.5 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

33.6 Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto,

33.7 Recordation. Neither Owner nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Owner.

33.8 Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to the provisions of this Lease.

33.9 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Owner or rent or other sums due hereunder will cause Owner to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain such costs include but are not limited to, processing and accounting charges, and late charges which may be imposed upon Owner by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Owner or Owner's designee within ten (10) days when due, then Tenant shall pay to Owner a [redacted] plus any attorneys' fees incurred by Owner by reason of Tenant's failure to pay rent and/or other sum when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Owner will incur by reason of the late payment by Tenant. Acceptance of such late charges by Owner shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Owner from exercising any of the other rights and remedies granted hereunder.

33.10 Prior Agreements. Thus Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

33.11 Inability To Perform. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Owner is unable fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Owner.

33.12 Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and all such other provisions shall remain in full force and effect.

33.13 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

33.14 Choice of Law. This Lease shall be governed by the laws of the State of Colorado.

[redacted]

33.16 Sale of Premises By Owner. In the event of any sale of the Premises by Owner, Owner shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises, shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Owner under this Lease.

33.17 Subordination, Attornment. Upon request of Owner, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Owner covering the Premises, Tennant shall attorn to the purchaser upon any such foreclosure or sale, and recognize such purchaser as the Owner under this Lease. Notwithstanding the provisions of this Article, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

33.18 Notices. All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands by Owner to Tenant shall be sent by United States Mail, postage prepaid, addressed to Tenant at the Premises, and to the address herein, or to such other place as Tenant may from time to time designate in notice to Owner. All notices and demands by Tenant to Owner shall be sent by United States Mail, postage prepaid, addressed to Owner at the address set forth herein, and to such other person or place as Owner may from time to time designate in a notice to Tenant. Notice shall be deemed received two business days after mailing.

To Owner:

Bluestem of Longmont, LLC
812 Sumner Street
Longmont, Colorado 80501

To Tenant:

Cimarron Liquors of Firestone LLC
2414 Chivington Drive
Longmont, Colorado 80501

33.19 Tenant's Statement. Tenant shall at any time and from time to time, upon not less than, fifteen (15) days prior written notice from Owner, execute, acknowledge and

deliver to Owner a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Owner hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are a part.

33.20 Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that be is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation and the individuals signing in their individual capacity.

34. BROKERS. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease, excepting only Colorado Group-East, Inc. and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease.

35. MUTUAL NEGOTIATION. The Parties hereto agree that the above terms, conditions and covenants of this Lease Agreement were mutually negotiated at arms length and the judicial rule or doctrine of construction requiring terms to be construed against the drafter is inapplicable as each party had ample opportunity to review and modify the Lease Agreement upon the advice of its attorney and/or other advisor.

36. SIGNATURES. By their signatures below, the parties agree and consent to all of the above terms, conditions and covenants as set forth above and this Lease Agreement merges, supersedes and incorporates all agreements and understandings among the parties hereto with respect to the Premises herein before described.

IN WITNESS WHEREOF, this Lease is signed this 24th day of February, 2004.

OWNER:
Bluestem of Longmont, LLC
812 Sumner Street
Longmont, Colorado 80501

[redacted]

John P. D'Amico

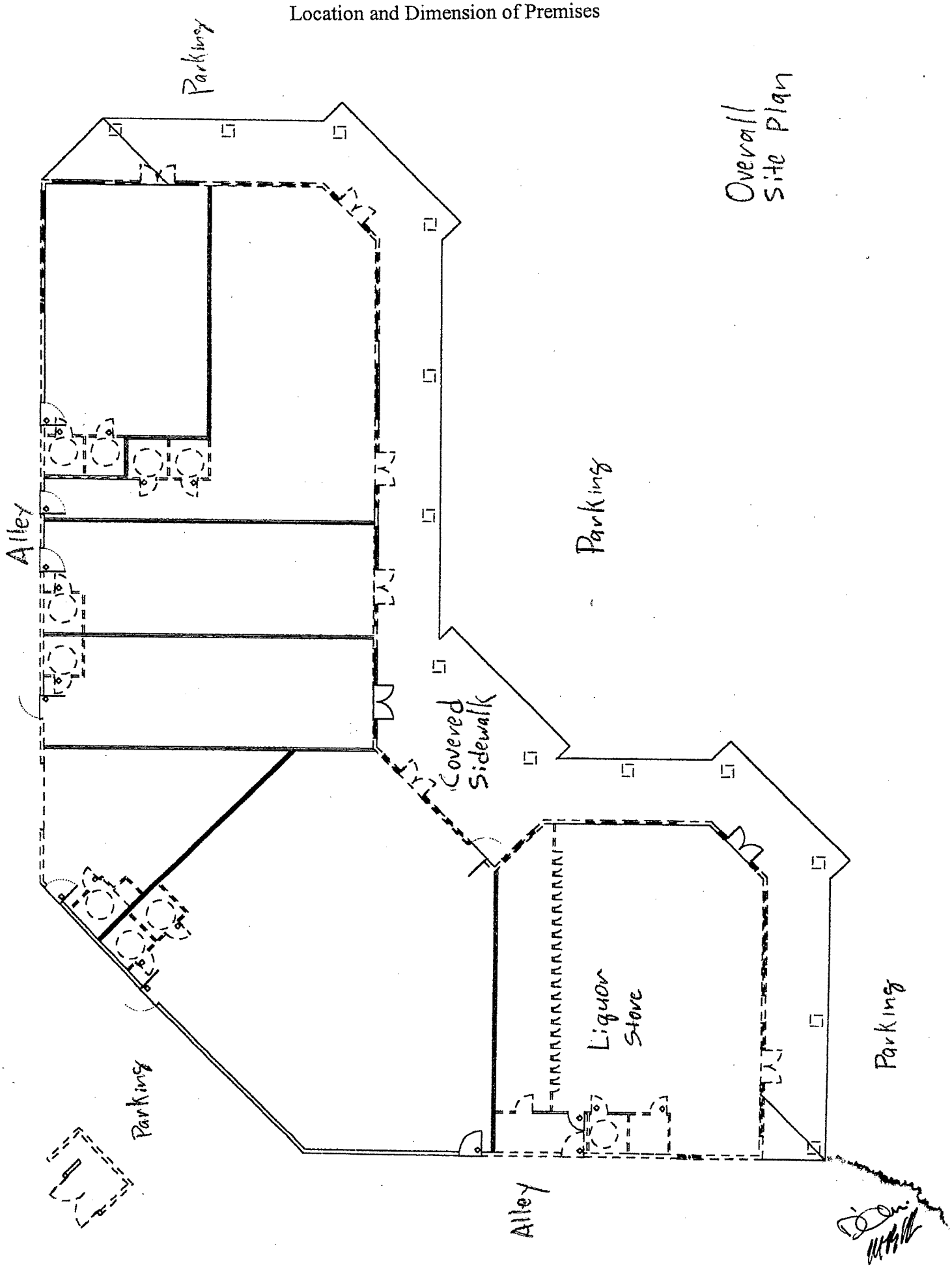
TENANT
Cimarron Liquors of Firestone LLC
2414 Chivington Drive
Longmont, Colorado 80501

[redacted]

Matthew B. Holcomb

Exhibit A

Location and Dimension of Premises



[redacted]

Rent Table for Extension Options

[redacted]

f Fires [redacted] nt

y Mir

[redacted]

Instructions: Please print this document for your records.

MyBizColorado

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows

Date: 7/21/20

Name: NOORIE PROPERTIES INC

Address: 11078 Cimarron St Unit 1\n\nFirestone,
Colorado 80504-6543

Sales Tax Account Number: [redacted]

Sales Tax Filing Frequency: [redacted]

Wage Withholding Account Number: [redacted]

Wage Withholding Filing Frequency: Quarterly ($1 to $6,999/year)

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

NOORIE PROPERTIES INC

is a

Corporation

formed or registered on 05/25/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201452115 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/17/2020 that have been posted, and by documents delivered to this office electronically through 07/20/2020 @ 20:25:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/20/2020 @ 20:25:19 in accordance with applicable law. This certificate is assigned Confirmation Number 12477413 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

E-Filed

Colorado Secretary of State
Date and Time: 05/25/2020 09:00 AM
ID Number: 20201452115

Document number: 20201452115
Amount Paid: $50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

NOORIE PROPERTIES INC.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address
11078 CIMARRON STREET UNIT #1
(Street number and name)

FIRESTONE — *(City)*
CO — *(State)*
80504 — *(ZIP/Postal Code)*
(Province – if applicable)
United States — *(Country)*

Mailing address
(leave blank if same as street address)
(Street number and name or Post Office Box information)

(City) *(State)* *(ZIP/Postal Code)*
(Province – if applicable) *(Country)*

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name
(if an individual)
SINGH — *(Last)*
SUKHPREET — *(First)*
(Middle)
(Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address
11846 BRADBURN BLVD
(Street number and name)

WESTMINSTER — *(City)*
CO — *(State)*
80031 — *(ZIP/Postal Code)*

Mailing address
(leave blank if same as street address)
(Street number and name or Post Office Box information)

(City)
CO — *(State)*
(ZIP/Postal Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) SINGH (Last) SUKHPREET (First) _____ (Middle) _____ (Suffix)

or

(if an entity) _____

(Caution: Do not provide both an individual and an entity name.)

Mailing address 11846 BRADBURN BLVD
(Street number and name or Post Office Box information)

WESTMINSTER (City) CO (State) CO (ZIP/Postal Code)

_____ (Province – if applicable) United States (Country).

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

◉ The corporation is authorized to issue [redacted] common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

○ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

7. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:
Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

SINGH (Last) SUKHPREET (First) (Middle) (Suffix)

11846 BRADBURN BLVD
(Street number and name or Post Office Box information)

WESTMINSTER (City) CO (State) 80031 (ZIP/Postal Code)

(Province – if applicable) United States (Country).

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:
This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

E-Filed

Colorado Secretary of State
Date and Time: 07/19/2020 01:53 PM
ID Number: 20201615076

Document number: 20201615076
Amount Paid: $20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	20201452115 *(Colorado Secretary of State ID number)*
True name	NOORIE PROPERTIES INC
Form of entity	Corporation
Jurisdiction	Colorado

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

CIMARRON LIQUORS

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Retail Liquor Store

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*
☐ This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
The delayed effective date and, if applicable, time of this document are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:
Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

SINGH	SUKHPREET		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

11846 BRADBURN BLVD
(Street number and name or Post Office Box information)

WESTMINSTER	CO	80031
(City)	*(State)*	*(Postal/Zip Code)*

	United States .
(Province – if applicable)	*(Country – if not US)*

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-20-2020

Employer Identification Number: [redacted]

Form: SS-4

Number of this notice: CP 575 A

NOORIE PROPERTIES INC
CIMARRON LIQUORS
11078 CIMARRON ST UNIT 1
FIRESTONE, CO 80504

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2020
Form 940	01/31/2021
Form 1120	04/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is NOOR. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Bylaws of

Noorie Properties Inc

Adopted

May 25, 2020

MINUTE BOOK

NOORIE PROPERTIES INC

. Bylaws

. Minutes

. Notices and Waivers

. Special Resolutions

. Stock Certificates and Register

ARTICLE I
OFFICES

The principal office of the Corporation in the State of COLORADO shall be located at 11078 CIMARRON STREET UNIT #1, FIRESTONE, COLORADO 80504. The Corporation may have such other offices, either within or without the State of COLORADO, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

ARTICLE II
SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held on the TWENTY-FIFTH day in the month of MAY in each year, beginning with the year 2021, at 19:00Hrs, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of COLORADO, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than percent (100 %) of all the outstanding shares of the Corporation entitled to vote at the meeting.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of COLORADO, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of COLORADO, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the Corporation.

SECTION 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall unless otherwise prescribed by statute, be delivered not less than (1) nor more than (5) days before the date of the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

SECTION 5. Closing of Transfer Books or Fixing of Record. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the Corporation may provide that the stock transfer books shall be closed for a stated period, but not to exceed in any case fifty (50) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least two (2) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than five (5) days and, in case of a meeting of shareholders, not less than two (2) days, prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION 6. Voting Lists. The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete list of the shareholders entitled to vote at each meeting of shareholders or

any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

SECTION 7. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

SECTION 8. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. A meeting of the Board of Directors may be had by means of a telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting under such circumstances shall constitute presence at the meeting.

SECTION 9. Voting of Shares. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 10. Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the Bylaws of such corporation may prescribe or, in the absence of such provision, as the Board of Directors of such corporation may determine. Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name, if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to the Corporation shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

SECTION 11. Informal Action by Shareholders. Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of directors of the Corporation shall be fixed by the Board of Directors, but in no event shall be less than (1). Each director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of shareholders. The

Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any special meeting shall be given at least one (1) day previous thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any directors may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if consent is in writing, setting forth the action so to be taken, shall be signed before such action by all of the directors.

SECTION 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.

SECTION 10. Compensation. By resolution of the Board of Directors, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

SECTION 11. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE IV
OFFICERS

SECTION 1. Number. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors, including a Chairman of the Board. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of the President. Any two or more offices may be held by the same person, except for the offices of President, which may be held by the same person. Officers may be directors or shareholders of the Corporation.

SECTION 2. Election and Term of Office. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights, and such appointment shall be terminable at will.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors, unless there is a Chairman of the Board, in which case the Chairman shall preside. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice President. In the absence of the President or in event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If there is more than one Vice President, each Vice President shall succeed to the duties of the President in order of rank as determined by the Board of Directors. If no such rank has been determined, then each Vice President shall succeed to the duties of the President in order of date of election, the earliest date having the first rank.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors in one or more minute books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the Corporation; and (g) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such sureties as the Board of Directors shall determine.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

ARTICLE V
INDEMNITY

The Corporation shall indemnify its directors, officers and employees as follows:

(a) Every director, officer, or employee of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be made a party, or in which he may become involved, by reason of his being or having been a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, or any settlement thereof, whether or not he is a director, officer, employee or agent at the time such expenses are incurred, except in such cases wherein the director, officer, or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Corporation.

(b) The Corporation shall provide to any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law.

(c) The Board of Directors may, in its discretion, direct the purchase of liability insurance by way of implementing the provisions of this Article V.

ARTICLE VI
CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII
CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. Certificates for Shares. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by law and by the Board of Directors so to do, and sealed with the corporate seal. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes. Provided, however, that upon any action undertaken by the shareholders to elect S Corporation status pursuant to Section 1362 of the Internal Revenue Code and upon any shareholders agreement thereto restricting the transfer of said shares so as to disqualify said S Corporation status, said restriction on transfer shall be made a part of the bylaws so long as said agreement is in force and effect.

ARTICLE VIII
FISCAL YEAR

The fiscal year of the Corporation shall begin on the FIRST day of JANUARY and end on the 31st day of DECEMBER each year.

ARTICLE IX
DIVIDENDS

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of incorporation.

ARTICLE X
CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words, "Corporate Seal".

ARTICLE XI
WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any shareholder or director of the Corporation under the provisions of these Bylaws or under the provisions of the Articles of incorporation or under the provisions of the applicable Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors.

The above Bylaws are certified to have been adopted by the Board of Directors of the Corporation on the TWENTY-FIFTH (day) of MAY (Month) 2020 (Year).

[redacted]

Secretary

WAIVER OF NOTICE OF MEETING OF INCORPORATORS AND DIRECTORS OF

NOORIE PROPERTIES INC.

We the undersigned do hereby constitute all the incorporators and directors of the above-named corporation and do hereby waive notice as to time and place of the first meeting of incorporators and directors of the aforesaid corporation.

Furthermore, we hereby consent and agree that said meeting shall be held at 7 0'clock p.m. on MAY 25, 2020 at the following place:

11078 CIMARRON STREET UNIT #1, FIRESTONE, CO 80504

We do hereby affix our names to show our waiver of notice of said meeting.

[redacted]

Sukhpreet Singh

Dated: MAY 25, 2020

MINUTES OF ORGANIZATION MEETING OF BOARD OF DIRECTORS OF

NOORIE PROPERTIES INC.

The organizational meeting of the Board of Directors of NOORIE PROPERTIES INC was held at 11078 CIMARRON STREET UNIT #1, FIRESTONE, CO 80504 on MAY 25, 2020, at 7 o'clock P.M. Present were:

SUKHPREET SINGH

Being persons designated as the Directors in the Articles of Incorporation.

Absent from the meeting were:

___None_____ _____

SUKHPREET SINGH acted as temporary Chairperson of the meeting.

The chairperson announced that the meeting had been duly called by the Incorporators of the Corporation.

The chairperson reported that the Articles of Incorporation of the Corporation is duly filed with the State of Colorado on MAY 25, 2020. The Certificate of Incorporation and a copy of the said Articles of Incorporation were ordered to be inserted in the Minutes as a part of the records of the meeting.

A proposed form of Bylaws for the regulation and the management of the affairs of the Corporation were then presented at the meeting. The Bylaws were read and considered and, upon motion duly made and seconded, it was:

RESOLVED, that the form of Bylaws of Corporation, as presented to this meeting, a copy of which is directed to be inserted in the Minute Book of the Corporation be, and the same are hereby approved and adopted as, the Bylaws of the Corporation.

The following persons were nominated officers of the Corporation to serve until their respective successors are chosen and qualify;

PRESIDENT:	SUKHPREET SINGH
VICE PRESIDENT:	
SECRETARY:	SUKHPREET SINGH
TREASURER:	SUKHPREET SINGH

The chairperson announced that the aforementioned persons had been elected to the office set opposite their respective names.

The President thereupon took the chair.

The President then stated that there were a number of organizational matters to be considered at the meeting and a number of resolutions to be adopted by the Board of Directors.

The form of stock certificate was then exhibited at the meeting. Thereupon, a motion was duly made and seconded, it was:

RESOLVED, that the form of the stock certificates presented at this meeting be, and the same is hereby adopted and approved as, the stock certificate of the Corporation, a specimen copy of the stock certificate to be inserted with these Minutes.

FURTHER RESOLVED, that the officers are hereby authorized to pay or reimburse the payment of all fees and expenses incident to and necessary for the organization of this Corporation.

The Board of Directors then considered the opening of a corporate bank account to serve as a depository for the funds of the Corporation. Following discussions, on motion duly made and seconded, it was:

RESOLVED, that the President be authorized, empowered and directed to open an account with and to deposit all funds of the Corporation, all drafts, checks and notes of the Corporation, payable on said account to be made in the corporate name signed by

FURTHER RESOLVED, that officers are hereby authorized to execute such resolutions (including formal Bank resolutions), documents and other instruments as may be necessary or advisable in opening or continuing said bank account. A copy of the applicable printed form of Bank Resolution hereby adopted to supplement these Minutes is ordered appended to the Minutes of this meeting.

It is announced that the following persons have offered to transfer the property listed below in exchange for the following shares of the stock of the Corporation:

Name	Payment Consideration, or Property	Number of Shares
NONE		

Upon motion duly made and seconded, it was:

RESOLVED, that acceptance of the offer of the above-named stock subscribers is in the best interest of the Corporation and necessary for carrying out the corporate business, and in the judgment of the Board of Directors, the assets proposed to be transferred to the Corporation are reasonably worth the amount of consideration deemed therefore, and the same hereby is accepted, and that upon receipt of the consideration indicated above, the President are authorized to issue certificates of fully-paid, non-assessable capital stock of this Corporation in the amounts indicated to the above-named persons.

In order to provide for the payment of the expenses of the incorporation and organization of the Corporation, on motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that the President of this Corporation be and they are hereby authorized and directed to pay the expenses of this Corporation, including attorney's fees for incorporation, and to reimburse the persons who have made disbursements thereof.

After consideration of the pertinent issues with regard to the tax year and accounting basis, on motion duly made, and seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that the first fiscal year of the Corporation shall commence on MAY 25, 2020 and end on DECEMBER 31, 2020.

FURTHER RESOLVED, that it shall be the policy of the Corporation to reimburse each employee or to pay directly on his behalf all expenses incidental to his attendance at conventions and seminars as may be approved by the President. Reimbursement shall include full reimbursement for commercial and private transportation expenses, plus other necessary and ordinary out-of-pocket expenses incidental to the said travel, including meals and lodging.

A general discussion was then held concerning the immediate commencement of business operations as a Corporation and it was determined that business operations of the Corporation would commence as of MAY 25, 2020. It was agreed that no fixed date would be set for holding meetings of the Board of Directors except the regular meetings to be held immediately after the annual meetings of the shareholders as provided in the Bylaws of the Corporation, but that meetings of the Directors would be periodically called by the President or others as provided by the Bylaws. Upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, that the officers of the Corporation are hereby authorized to do any and all things necessary to conduct the business of the Corporation as set forth in the Articles of the Incorporation and Bylaws of the Corporation.

Upon motion duly made, seconded, and unanimously carried the following resolution was adopted:

RESOLVED, that, if required, SUKHPREET SINGH be, and hereby is, appointed Resident Agent in the State of Colorado.

The office of the Resident Agent will be located at 11078 CIMARRON STREET UNIT #1, FIRESTONE, COLORADO 80504

Upon motion duly made, seconded, and unanimously carried the following resolution was adopted:

The chairperson then presented to the meeting the question of electing the provisions of Section 1244 of the Internal Revenue Code. He noted that this Section permits ordinary loss treatment when either the holder of Section 1244 stock sells or exchanges such stock at a loss or when such stock becomes worthless. After a discussion, the following preamble was stated and the following resolution was unanimously:

RESOLVED THAT:

WHEREAS, this Corporation qualifies as a small business corporation as defined in Section 1244, but

WHEREAS, the Board of Directors is concerned over future tax law changes modifying Section 1244 as presently enacted (subsequent to the Revenue Act of 1978)

and thus desires to safeguard this Corporation's 1244 election by complying with prior law as well as present law, and

WHEREAS, pursuant to the requirements of Section 1244 and the Regulations issued thereunder, the following plan has been submitted to the Corporation by the Board of Directors of the Corporation:

(a) The plan as hereafter set forth shall, upon its adoption by the Board of Directors of the Corporation, immediately become effective.

(b) [redacted]

(c) Stock authorized under this plan shall be issued only in exchange for money, or property susceptible to monetary valuation other than capital stock, securities or services rendered or to be rendered [redacted]

(d) Any stock options granted during the life of this plan which apply to the stock issuable hereunder shall apply solely to such stock and to no other and must be exercised within the period in which the plan is effective.

(e) Such other action as may be necessary shall be taken by the Corporation to qualify the stock to be offered and issued under this plan as "Section 1244 Stock," as such term is defined in the Internal Revenue Code and the regulations issued thereunder.

NOW, THEREFORE, the foregoing plan to issue Section 1244 Stock is adopted by the Corporation and the appropriate officers of the Corporation are authorized and directed to take all actions deemed by them necessary to carry out the intent and purpose of the recited plan.

There being no further business requiring Board action or consideration, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: MAY 25, 2020

[redacted]

SUKHPREET SINGH, Secretary

WAIVER OF NOTICE,
FIRST MEETING OF SHAREHOLDERS

NOORIE PROPERTIES INC.

We the undersigned, being the shareholders of NOORIE PROPERTIES INC, agree that the first meeting of shareholders be on the date and at the time and place stated below in order to elect officers and transact such other business as may lawfully come before the meeting and of any adjournment thereof.

Place of Meeting: 11078 CIMARRON STREET UNIT #1, FIRESTONE, COLORADO 80504

Date of Meeting: MAY 25, 2020

Time of Meeting: 7:30 0'clock P.M.

[redacted]

SUKHPREET SINGH (Shareholder)

Dated: MAY 25, 2020

MINUTES, FIRST MEETING OF SHAREHOLDERS

The first meeting of the shareholders of NOORIE PROPERTIES INC was held at 11078 CIMARRON STREET UNIT #1, FIRESTONE, COLORADO 80504 on TWENTY-FIFTH day of MAY 2020, at 7:30 O'clock P.M.

The meeting was duly called to order by the President, who stated the purpose of the meeting.

Next, the President read the list of shareholders as they appear in the record book of the Corporation and reported the presence of a quorum of shareholders.

Next, the President read a waiver of notice of the meeting signed by all shareholders. On a motion duly made, seconded and carried, the waiver was ordered appended to the minutes of this meeting.

Next, the President read:

(1) the minutes of the organization meeting of the Corporation; and
(2) the minutes of the first meeting of the Board of Directors.

A motion was duly made, seconded and carried unanimously that the following resolutions be adopted:

WHEREAS, the minutes of the organization meeting of the Corporation and the minutes of the first meeting of the Board of Directors have been read to this meeting, and

WHEREAS, bylaws were adopted and directors and officers were elected at the organization meeting, it is hereby

RESOLVED, that SUKHPREET SINGH is the 100% owner of the business. It is further

RESOLVED, that this meeting approves and ratifies the election of the said directors and officers of this Corporation for the term of Four Years, and approves, ratifies and adopts said bylaws of the corporation. It is further

RESOLVED, that all acts taken and decisions made at the organization meeting and the first meeting of the Board are approved and ratified. It is further

RESOLVED, that signing of these minutes constitutes full ratification by the signatories and waiver of notice of the meeting.

Dated the TWENTY-FIFTH Day of MAY, 2020.



SUKHPREET SINGH, SECRETARY

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY LEGAL COUNSEL FOR USE BY MOUNTAIN STATES BUSINESS BROKERS GROUP, LLC.

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

OFFER TO BUY AND SELL BUSINESS OPPORTUNITY

July 14, 2020

1. **PARTIES AND BUSINESS.** Sukhpreet Singh, buyer(s) [Buyer], agrees to buy, and the undersigned seller(s) [Seller], agrees to sell, on the terms and conditions set forth in this contract, the following described assets of the business known as Cimarron Liquors of Firestone, LLC [Business] and located at 11078 Cimarron St. Unit #I, Firestone, Colorado 80504.

2. **INCLUSIONS/EXCLUSIONS.** The purchase price includes the following assets of the Business, which are all the assets needed to operate the business, to be transferred to Buyer free and clear of all taxes, liens and encumbrances:
 1. [redacted] (See Section 11)
 2. Furniture, fixtures and/or equipment per Exhibit A to be provided by Seller with 5 days of MEC.
 3. Seller (and officers, directors, shareholders, partners or LLC members, if applicable) entering into an acceptable agreement not to compete with Buyer for a period of 3 years within a 25 mile radius of the Business location.
 4. Seller agrees to train Buyer in the operation of the Business for a period of two (2) weeks following the closing.
 5. Goodwill, tradename, website, email addresses and telephone numbers.

Exclusions: Seller's cash assets, security deposits, and accounts receivable.

See Addendum attached for additional provisions.

3. **PURCHASE PRICE AND TERMS.** The purchase price [redacted] shall be payable in U.S. dollars by Buyer as follows: (Complete the applicable terms below):

- [redacted] Earnest Money to be held by Broker who is authorized to deliver same to the closing agent within 5 days of MEC.
- [redacted] Cash at Closing, plus closing costs, to be paid by Buyer at closing in Good Funds which shall be cashier's check, cash or wire transfer funds.

4. **NOTICE OF ACCEPTANCE.** This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, on or before 8:00 PM July 15, 2020 (Acceptance Deadline). If accepted, this document shall become a contract between Seller and Buyer.

5. **ASSIGNABLE.** This contract shall be assignable to an entity of which Buyer is a member of shareholder.

6. DATE OF CLOSING. The date of closing shall be July 30, 2020, or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by the broker.

7. CLOSING COSTS, DOCUMENTS AND SERVICES. Fees for closing services and costs shall be paid at closing by Buyer and Seller equally. Any sales and use tax that may accrue because of this transaction shall be paid at closing by Buyer.

8. PRORATIONS/TAX ESCROW. General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, telephone & yellow pages, utilities, owner's association dues, and interest on continuing loan(s), if any, and _____ shall be prorated to date of closing. An escrow will be established for any estimated outstanding taxes due the State of Colorado or its subdivisions.

9. POSSESSION. Possession of the Business shall be delivered to Buyer the day of closing.

10. CONDITION OF FURNITURE, FIXTURES AND EQUIPMENT. Except as otherwise provided in the contract, the furniture, fixtures and equipment shall be delivered in good working order. Any vehicles must pass emissions requirements.

11. INVENTORY ADJUSTMENT. Unless otherwise agreed in writing between Buyer and Seller, inventory will be counted and priced by Buyer and Seller. If actual inventory exceeds the estimate in Section 2 above, the purchase price and note to Seller (if any) shall be increased accordingly. If actual inventory is less than the estimate in Section 2 above, the purchase price and down payment shall be decreased accordingly.

12. SELLER COOPERATION. Seller agrees to cooperate in providing all reasonable books and records in a timely manner as may be requested by Buyer. Seller further agrees to cooperate in providing reasonable access to premises for inspection of equipment and for completing a physical inventory, if a part of the sale, in a timely manner. Failure to do so shall constitute a breach of contract and Seller will, in addition to any liability to Buyer, be liable to Broker for the commission otherwise due under this contract as if it had gone to closing.

13. CONTINGENCIES & CLOSING. If there are contingencies included in this contract, written approval must be received from Buyer or Seller, as appropriate, within the time specified, or 10 days from signing of this contract by both parties, whichever is later, or this contract will terminate. All contingencies must be removed or approved and an authorization to close signed by both parties prior to providing information to the closing attorney.

14. PERSONAL GUARANTEE. If Seller financing is a part of this offer, and the Buyer is other than a natural person, the promissory note payable to the Seller will be personally guaranteed by the owner(s) of the Buyer entity.

15. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If Buyer or Seller should default on any obligation herein, the other party may elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be forfeited by the defaulting party and retained on behalf of the other party, who may recover such damages as may be proper, or who may elect to treat this contract as being in full force and effect and shall have the right to specific performance or damages, or both.

16. EARNEST MONEY DISPUTE. Notwithstanding any termination of this contract, Buyer and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by broker or closing agent, unless mutual written instructions are received by the holder of the earnest money and things of value, broker or closing agent shall not be required to take any action but may await any proceeding, or at broker's or closing agent's option and sole discretion,

may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

17. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to Section 12.

18. SELLING COMPANY BROKER RELATIONSHIP. The selling broker, *Mountain States Business Brokers Group, LLC*, and its salespersons have been engaged as Seller's Agent. Selling Company has previously disclosed in writing to the Buyer that different relationships are available which include buyer agency, seller agency, sub agency, or transaction-broker.

19. NOTICES. Any notice to Buyer shall be effective when received by Buyer. Any notice to Seller shall be effective when received by Seller

20. ENTIRE AGREEMENT. This contract constitutes the entire contract between the parties relating to the subject hereof, and any prior agreement pertaining thereto, whether oral or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

Buyer Signature	[redacted]
Buyer Print	SUKHPREET SINGH
Date	07/13/2020

Acceptance by Seller:

Seller Signature	[redacted] Matthew Holcomb (Jul 14, 2020 09:01 MDT)
Seller Print	Matthew Holcomb
Date	July 14, 2020

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY LEGAL COUNSEL FOR USE BY MOUNTAIN STATES BUSINESS BROKERS GROUP, LLC.

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

ADDENDUM #1

This ADDENDUM is executed this 14th day of July, 2020, and shall constitute an integral part of the Offer to Buy and Sell Business Opportunity dated July 14, 2020, by and between **Matthew Holcomb** as Seller, and **Sukhpreet Singh** as Buyer, on that business known as **Cimarron Liquors of Firestone, LLC** and located at 11078 Cimarron St. Unit #I, Firestone, Colorado 80504.

1. Offer contingent on Buyer's review and written approval of the books and records of the business within 10 days of MEC.
2. Offer contingent on Buyer's inspection and acceptance of the furniture, fixtures, and equipment included in the sale (Exhibit A) within 10 days of MEC.
3. Offer contingent on Buyer and Seller agreeing on the method to count and value the inventory within 10 days of MEC.
4. Offer contingent on Landlord's approval to the assignment of the existing lease to Buyer within 15 days of MEC.
5. Offer is contingent on the Parties agreeing on the allocation to be reported to the IRS within 10 days of MEC.
6. The Closing is contingent on Buyer receiving the necessary licenses to operate a retail liquor store business. If Buyer has not received the necessary licenses and permits by the Closing Date, the Parties agree to postpone the Closing until such licenses are received.

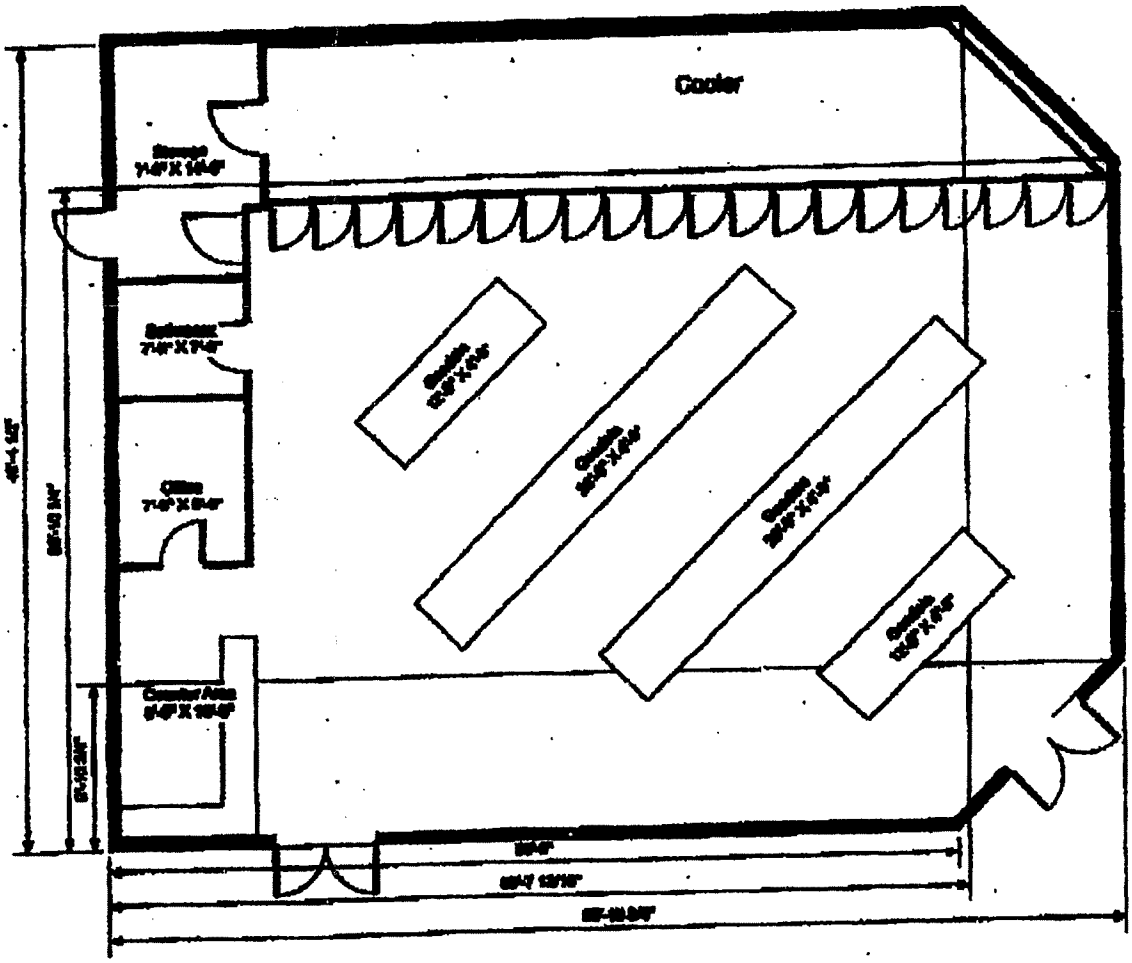
MEC: The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this contract.

Deadlines: In computing the period till a deadline, the day of MEC is excluded. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (Holiday), such deadline will be extended to the next day that is not a Saturday, Sunday, or Holiday. The terms "day" means the entire day ending at 11:59 PM, Mountain Time.

Buyer Signature	[redacted]
Buyer Print	SUKHPREET SINGH
Date	07/13/2020
Buyer's Address	11846 BRADBURN BLVD WESTMINSTER CO 80031

Acceptance by Seller:

Seller's Signature	[redacted] Matthew Holcomb (Jul 14, 2020 09:01 MDT)
Seller Print	Matthew Holcomb
Date	July 14, 2020
Seller's Address	10979 Ebony Street, Firestone, CO 80504


Cooler
Counter Area

DR 8004 (12/21/16)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Wholesaler Affidavit of Compliance

Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation): High Country Beverage Corp			License Number: 23-68418-001
Trade Name of Establishment/Doing Business As (DBA):			Phone Number:
Physical Address: 4200 Ronald Reagan Blvd	City: Johnstown	State: CO	ZIP: 80534
Email Address: mrouillard@hcbeer.com			
Transferor Retailer Licensee Name: CIMARRON LIQUORS OF FIRESTONE LLC			License Number: 26-42875-0000
Trade Name of Establishment/Doing Business As (DBA): CIMARRON LIQUOR OF FIRESTONE			Phone Number: [redacted]
Physical Address: 11078 CIMMARRON ST UNIT 1	City: FIRESTONE	State: CO	ZIP: 80504

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☑ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler: High Country Beverage			
Signature: [redacted]	Print: Michelle Rouillard	Title: Accounting Mgr	Date: 8-5-2020

DR 8004 (12/21/16)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

#33967

Wholesaler Affidavit of Compliance

Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)			License Number
Republic National Distributing Co			2849927000 4
Trade Name of Establishment/Doing Business As (DBA)			Phone Number
Republic National Distributing Co			[redacted]
Physical Address	City	State	ZIP
8000 Southpark Terrace	Littleton	CO	80120
Email Address			

Transferor Retailer Licensee Name			License Number
CIMARRON LIQUORS OF FIRESTONE LLC.			26-49875-0000
Trade Name of Establishment/Doing Business As (DBA)			Phone Number
CIMARRON LIQUOR OF FIRESTONE			[redacted]
Physical Address	City	State	ZIP
11078 CIMMARRON ST UNIT 1	FIRESTONE	CO	80504

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☑ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler: Republic National Distributing Co

Signature	Print	Title	Date
[redacted]	Nick Powell	AR Manager	7.28.20